



Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

Government  
Publications

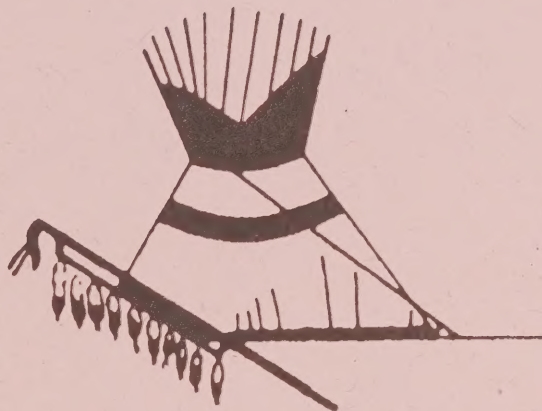
CAI  
IA  
-1993  
C54

v.1



3 1761 11764562 2

# SAHTU DENE AND METIS



## COMPREHENSIVE LAND CLAIM AGREEMENT

VOLUME I

Canada

Published under the authority of the  
Honourable Ronald A. Irwin, P.C., M.P.,  
Minister of Indian Affairs and  
Northern Development  
Ottawa, 1993.

QS-5315-000-EE-A1  
Catalogue No. R32-146/1993E  
ISBN 0-662-21218-5

© Minister of Public Works and Government Services Canada

Cette publication peut aussi être obtenue  
en français sous le titre :

Entente sur la revendication territoriale globale des Dénés  
et Métis du Sahtu – Volume I





Mr. Doctor  
JOHN HOTT  
John Tetso  
Charlotte Tetso  
Richard Lennie  
Hazel Bates  
Pazanne Mamee

COMPREHENSIVE LAND CLAIM AGREEMENT

between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Lynnda Sorensen

AND

THE DENE OF COLVILLE LAKE, DÉLINE, FORT GOOD HOPE AND FORT NORMAN

AND THE METIS OF FORT GOOD HOPE, FORT NORMAN AND NORMAN WELLS

IN THE SAHTU REGION OF THE MACKENZIE VALLEY

Charlata Vignault

AS REPRESENTED BY

THE SAHTU TRIBAL COUNCIL

Glenn Cameron

Camille Tutuk

John Green  
to Leon Neyelle  
Dillon  
Ophie Bates  
Angus Lennie  
Julie Tawrean  
SHANE  
Ernestine Lennie  
Benny Clout  
Trot



*Harriet Gladue*

Digitized by the Internet Archive  
in 2022 with funding from  
University of Toronto

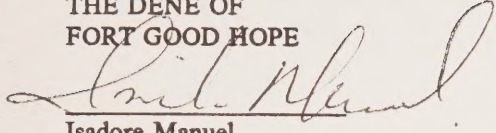
<https://archive.org/details/31761117645622>

AVN 8788

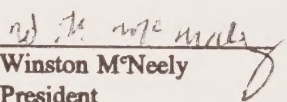


# FOR THE SAHTU DENE AND METIS

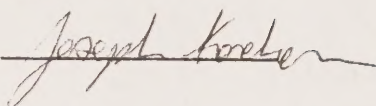
THE DENE OF  
FORT GOOD HOPE

  
Isadore Manuel  
Chief

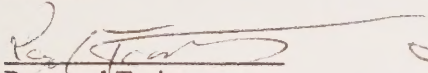
THE METIS OF  
FORT GOOD HOPE

  
Winston McNeely  
President

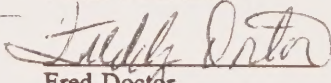
THE DENE OF  
COLVILLE LAKE

  
Joseph Kroten

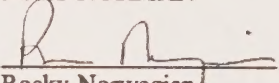
THE DENE OF  
DÉLINE

  
Raymond Taniton  
Chief


THE DENE OF  
FORT NORMAN

  
Fred Doctor  
Chief

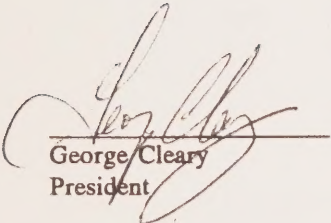
THE METIS OF  
FORT NORMAN

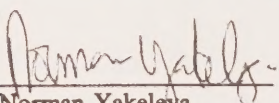
  
Rocky Norwegian  
President

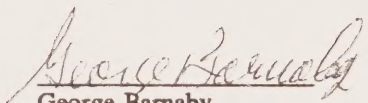
THE METIS OF  
NORMAN WELLS

  
Roy Doolittle  
President

## FOR THE SAHTU TRIBAL COUNCIL

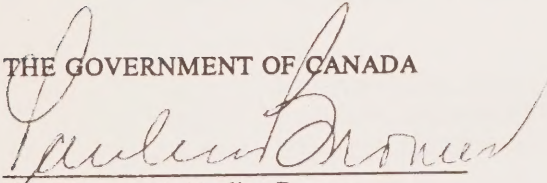
  
George Cleary  
President

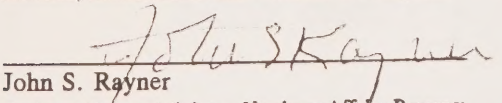
  
Norman Yakeleya  
Chief Negotiator

  
George Barnaby  
Vice President

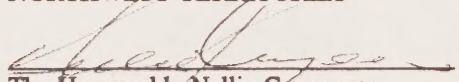
## FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA

THE GOVERNMENT OF CANADA

  
The Honourable Pauline Browes  
Minister, Indian Affairs and Northern Development

  
John S. Rayner  
Assistant Deputy Minister, Northern Affairs Program

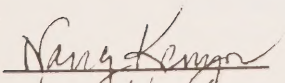
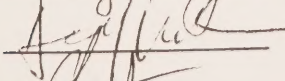
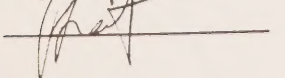
THE GOVERNMENT OF THE  
NORTHWEST TERRITORIES

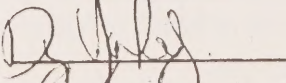
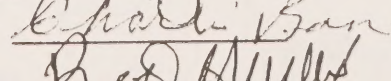
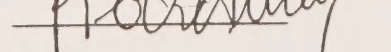
  
The Honourable Nellie Cournoyea  
Premier

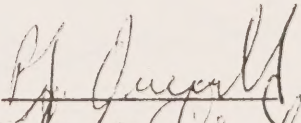
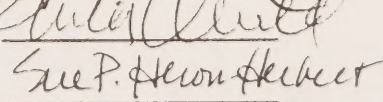
  
The Honourable Stephen Kakfwi  
Minister, Intergovernmental and Aboriginal Affairs

SIGNED IN FORT NORMAN, NORTHWEST TERRITORIES, ON SEPTEMBER 6, 1993.

### WITNESSES

KIRALLOD

*[Signature]* *[Signature]* *[Signature]*  
WITNESSES *[Signature]* *[Signature]*

*[Signature]* McDonald

Mary Marmezelle

L & S

B. Belie

R. Cadw

A. J. Key

D. M.

The Cleary Family

*[Signature]*

Judy Lafferty

Michael Lafferty

Aurora McNeely

Lianna McNeely

*[Signature]*

*[Signature]*

Nancy Yankley

Elizabeth Yankley

Alfred Henry

*[Signature]*

Iselle Lapmore

Alextine McDonald

Vina Tutche

Edwin Dillon

*[Signature]*

Phoebe Gaudet

Noeen

Shesell

Christine

Clary

Elaine Doctor

Laura Linn

Betty C

Shack McNeely

Mare Newman

Rae Horvath

Ann Yankley

*[Signature]*

Cecilia Yankley

Susan Lafferty

Ed. Hodge



**VOLUME I**  
**TABLE OF CONTENTS**

<b>PREAMBLE</b>	<b>1</b>
<b>1 OBJECTIVES</b>	<b>2</b>
<b>2 DEFINITIONS</b>	<b>3</b>
<b>3 GENERAL PROVISIONS</b>	<b>9</b>
<b>4 ELIGIBILITY AND ENROLMENT</b>	<b>13</b>
4.1 DEFINITIONS	13
4.2 ELIGIBILITY	13
4.3 OTHER COMPREHENSIVE LAND CLAIM AGREEMENTS	13
4.4 ENROLMENT BOARD	14
4.5 APPEAL	15
4.6 COSTS	15
4.7 OTHER PROVISIONS	15
<b>5 SELF-GOVERNMENT</b>	<b>16</b>
<b>6 DISPUTE RESOLUTION</b>	<b>17</b>
6.1 GENERAL	17
6.2 ARBITRATION PANEL	17
6.3 PROCEDURE FOR ARBITRATION	18
6.4 TRANSITIONAL	19
<b>7 SAHTU ORGANIZATIONS</b>	<b>20</b>
<b>8 FINANCIAL PAYMENTS</b>	<b>22</b>
8.1 CAPITAL TRANSFER	22
8.2 NEGOTIATION LOAN REPAYMENT	22
8.3 LOANS AGAINST CAPITAL TRANSFER	22
Schedule I - SCHEDULE OF PAYMENTS	23
Schedule II - NEGOTIATING LOANS REPAYMENT SCHEDULE	24



<b>9</b>	<b>NORMAN WELLS PROVEN AREA</b>	<b>25</b>
	9.1 DEFINITIONS	25
	9.2 CONSULTATION	25
	9.3 RELEASE	26
<b>10</b>	<b>RESOURCE ROYALTIES</b>	<b>27</b>
<b>11</b>	<b>TAXATION</b>	<b>28</b>
	11.1 DEFINITIONS	28
	11.2 CAPITAL PAYMENTS	28
	11.3 SETTLEMENT CORPORATIONS	28
	11.4 SETTLEMENT LANDS AND DEPRECIABLE PROPERTY	34
	11.5 REAL PROPERTY TAXATION OF SETTLEMENT LANDS	35
	11.6 ADMINISTRATION AND ENFORCEMENT	36
	11.7 IMPLEMENTATION AND INTERPRETATION	36
	Schedule I - PERMITTED ACTIVITIES OF SETTLEMENT CORPORATIONS	37
	Schedule II - QUALIFIED INVESTMENTS	41
<b>12</b>	<b>ECONOMIC MEASURES</b>	<b>42</b>
	12.1 PROGRAMS FOR ECONOMIC DEVELOPMENT	42
	12.2 GOVERNMENT EMPLOYMENT AND CONTRACTS	43
	12.3 GENERAL	43
<b>13</b>	<b>WILDLIFE HARVESTING AND MANAGEMENT</b>	<b>44</b>
	13.1 OBJECTIVES	44
	13.2 DEFINITIONS	44
	13.3 GENERAL	44
	13.4 HARVESTING	45
	13.5 LIMITATION OF THE HARVEST	49
	13.6 MANAGEMENT OF MIGRATORY SPECIES	52
	13.7 COMMERCIAL OPPORTUNITIES RELATED TO WILDLIFE	53
	13.8 RENEWABLE RESOURCES BOARD	57
	13.9 RENEWABLE RESOURCES COUNCILS	63
	13.10 OTHER PROVISIONS	64
	Schedule I - TERMS OF REFERENCE: SETTLEMENT AREA HARVEST STUDY	65
	Schedule II - RIGHT OF FIRST REFUSAL	67
	Schedule III - OATH OF MEMBER OF THE RENEWABLE RESOURCES BOARD	68
<b>14</b>	<b>FORESTRY</b>	<b>69</b>
<b>15</b>	<b>PLANTS</b>	<b>71</b>

<b>16</b>	<b>NATIONAL PARKS</b>	<b>72</b>
16.1	GENERAL	72
16.2	IMPACT AND BENEFIT PLANS	72
16.3	NATIONAL PARK MANAGEMENT COMMITTEES	73
16.4	PARK PLANNING AND MANAGEMENT	74
16.5	WILDLIFE	75
16.6	PLANTS AND TREES	75
16.7	ECONOMIC AND EMPLOYMENT PROVISIONS	76
16.8	BLUENOSE NATIONAL PARK	76
<b>17</b>	<b>PROTECTED AREAS</b>	<b>77</b>
17.1	GENERAL	77
17.2	PLANNING AND MANAGEMENT	77
17.3	CANOL TRAIL AND DODO CANYON	79
17.4	KELLY LAKE PROTECTED AREA	
<b>18</b>	<b>HARVESTING COMPENSATION</b>	<b>80</b>
<b>19</b>	<b>SAHTU LANDS</b>	<b>82</b>
19.1	SAHTU TITLE	82
19.2	SPECIFIED SUBSTANCES	83
19.3	LAND DESCRIPTION AND REGISTRATION	84
19.4	BOUNDARIES AND SURVEYS	85
19.5	ADMINISTRATION OF INTERESTS	86
<b>20</b>	<b>WATER RIGHTS AND MANAGEMENT</b>	<b>88</b>
<b>21</b>	<b>ACCESS</b>	<b>91</b>
21.1	GENERAL	91
21.2	PUBLIC ACCESS	92
21.3	GOVERNMENT ACCESS	93
21.4	COMMERCIAL ACCESS	95
<b>22</b>	<b>SUBSURFACE RESOURCES</b>	<b>98</b>
22.1	GENERAL	98
22.2	INTERIM MEASURE	99

<b>23</b>	<b>SAHTU MUNICIPAL LANDS</b>	<b>100</b>
23.1	OBJECTIVES	100
23.2	GENERAL PROVISIONS	100
23.3	ACQUISITION OF SAHTU MUNICIPAL LAND FOR PUBLIC PURPOSES	101
23.4	REAL PROPERTY TAXATION	101
23.5	CHANGES IN MUNICIPAL BOUNDARIES	102
23.6	CHANGE IN STATUS	103
23.7	NEW LOCAL GOVERNMENTS	103
23.8	EXISTING LOCAL GOVERNMENTS	103
<b>24</b>	<b>EXPROPRIATION OF SETTLEMENT LANDS</b>	<b>104</b>
<b>25</b>	<b>LAND AND WATER REGULATION</b>	<b>107</b>
25.1	GENERAL	107
25.2	LAND USE PLANNING	109
25.3	ENVIRONMENTAL IMPACT ASSESSMENT AND REVIEW	110
25.4	REGULATION OF LAND AND WATER USE	113
25.5	INTERIM MEASURE	115
<b>26</b>	<b>HERITAGE RESOURCES</b>	<b>117</b>
26.1	GENERAL	117
26.2	MANAGEMENT OF HERITAGE RESOURCES	117
26.3	PLACE NAMES	118
26.4	SAHTU HERITAGE PLACES AND SITES	119
Schedule	- SAHTU DENE AND METIS SACRED SITES	120
<b>27</b>	<b>SURFACE RIGHTS BOARD</b>	<b>121</b>
27.1	GENERAL	121
27.2	POWERS AND RESPONSIBILITIES	121
27.3	INTERIM MEASURE	122
<b>28</b>	<b>OTHER ABORIGINAL CLAIMS</b>	<b>123</b>
28.1	RECIPROCAL RIGHTS WITH THE INUVIALUIT	123
28.2	RECIPROCAL RIGHTS WITH THE INUIT	123
28.3	OTHER AGREEMENTS	123
<b>29</b>	<b>IMPLEMENTATION</b>	<b>124</b>
29.1	IMPLEMENTATION PLAN	124
29.2	IMPLEMENTATION COMMITTEE	124



**APPENDIX A - DESCRIPTION AND MAP OF THE SETTLEMENT AREA**

**APPENDIX B - SELF-GOVERNMENT FRAMEWORK AGREEMENT**

**APPENDIX C - LAND SELECTION PROCESS**

**APPENDIX D - RATIFICATION PROCESS**

## **VOLUME II**

**APPENDIX E - LAND SELECTION DESCRIPTIONS**



**PREAMBLE**

- WHEREAS** the Slavey, Hare and Mountain Dene of the Sahtu region have traditionally used and occupied lands in the Northwest Territories from time immemorial;
- WHEREAS** Treaty 11 was signed at Fort Norman on the 15th day of July, 1921, and at Fort Good Hope on the 21st day of July, 1921, with chiefs and headmen representing the Dene of the Sahtu region;
- WHEREAS** in the period following the signing of Treaty 11, cash grants were issued to the Metis of the Sahtu region;
- WHEREAS** the *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada;
- WHEREAS** the Dene and Metis of the Sahtu region and Canada have unresolved differences with respect to the interpretation of aboriginal and treaty rights;
- WHEREAS** the Dene and Metis of the Sahtu region and Canada have negotiated in order to define and give effect to certain rights of the Dene and Metis of the Sahtu region as set out in this agreement, which is a modern treaty; and
- WHEREAS** the Dene and Metis of the Sahtu region in a vote held between July 5-8, 1993, ratified the agreement;
- WHEREAS** Canada has approved this agreement by Order-in-Council P.C. 1993-1759, dated August 27, 1993;
- AND WHEREAS** representatives of the Dene and Metis of the Sahtu region and Canada are authorized to sign this treaty which, when given effect by Parliament in settlement legislation, will be recognized as a land claim agreement under the *Constitution Act, 1982*;

**NOW THEREFORE IT IS AGREED:**



1

**OBJECTIVES**

1.1.1

The Sahtu Dene and Metis and Canada have negotiated this agreement in order to meet these objectives:

- (a) to provide for certainty and clarity of rights to ownership and use of land and resources;
- (b) to provide the specific rights and benefits in this agreement in exchange for the relinquishment by the Sahtu Dene and Metis of certain rights claimed in any part of Canada by treaty or otherwise;
- (c) to recognize and encourage the way of life of the Sahtu Dene and Metis which is based on the cultural and economic relationship between them and the land;
- (d) to encourage the self-sufficiency of the Sahtu Dene and Metis and to enhance their ability to participate fully in all aspects of the economy;
- (e) to provide the Sahtu Dene and Metis with specific benefits, including financial compensation, land and other economic benefits;
- (f) to provide the Sahtu Dene and Metis with wildlife harvesting rights and the right to participate in decision making concerning wildlife harvesting and management;
- (g) to provide the Sahtu Dene and Metis the right to participate in decision making concerning the use, management and conservation of land, water and resources;
- (h) to protect and conserve the wildlife and environment of the settlement area for present and future generations; and
- (i) to ensure the Sahtu Dene and Metis the opportunity to negotiate self-government agreements.

## 2 DEFINITIONS

### 2.1.1 In this agreement,

"aboriginal community" means :

- (a) the Dene Band in Colville Lake, Déline, Fort Good Hope or Fort Norman; or
- (b) the Metis Local in Fort Good Hope, Fort Norman or Norman Wells;

"act" includes ordinance;

"agreement" means this agreement and "the date of this agreement" means the date on which it is signed by representatives of Her Majesty the Queen in Right of Canada and the Sahtu Dene and Metis after ratification;

"artificial boundary" means a straight line joining two identified geographic locations or survey monuments;

"bed" of a body of water means the land covered so long by water as to wrest it from vegetation, or as to mark a distinct character upon the vegetation where it extends into the water or upon the soil itself;

"conservation" means the management of wildlife populations and habitat to ensure the maintenance of the quality and diversity including the long-term optimum productivity of those resources, and to ensure a sustainable harvest and its efficient utilization;

"conservation area" means game reserves, sanctuaries, migratory bird sanctuaries, national wildlife areas, and similar areas for the protection of wildlife and wildlife habitat established under federal or territorial legislation except national parks;

"consultation" means

- (a) the provision, to the party to be consulted, of notice of a matter to be decided in sufficient form and detail to allow that party to prepare its views on the matter;
- (b) the provision of a reasonable period of time in which the party to be consulted may prepare its views on the matter, and provision of an opportunity to present such views to the party obliged to consult; and
- (c) full and fair consideration by the party obliged to consult of any views presented;

"designated Sahtu organization" means a Sahtu organization designated pursuant to chapter 7, and includes the Sahtu Tribal Council;

"developer" means any person engaged in development activity;

"development activity" means any private, local, territorial or federal government undertaking, or extension thereof, on land or water;

"development proposal" means a proposed development activity outside local government boundaries, or within such boundaries where the undertaking would be likely to have a significant impact on air, water or renewable resources;

"expropriating authority" means the Government of Canada or the Government of the Northwest Territories or any other authority authorized by statute to expropriate land or an interest in land;

"expropriation" means the compulsory taking of lands or any interest in land;

"forest conservation" means the management of forest resources to ensure the maintenance of the quality and diversity, including the long-term optimum productivity of those resources, and to ensure a sustainable harvest and its efficient utilization;

"forest management" includes forest conservation, forest firefighting, timber management, reforestation and silviculture;

"fur bearers" means the following species endemic to the settlement area: Castor including beaver; Alopex including white fox or arctic fox; Lutra including otter; Lynx including lynx; Martes including martens and fishers; Mephitis including skunk; Mustela including weasel and mink; Ondatra including muskrat; Vulpes including red, cross, black and silver fox; Gulo including wolverine; Canis including wolves and coyotes; Marmota including marmots; Tamiasciurus including red squirrels;

"gas" means natural gas and includes all substances, other than oil, that are produced in association with natural gas;

"government" means

- (a) the Government of Canada,
- (b) the Government of the Northwest Territories or its successor or successors, or
- (c) both,

depending upon which government or governments have responsibility, from time to time, for the matter in question, and this term shall include departments, agencies or officials duly authorized to act on behalf of the bodies named above;

"harvesting" means gathering, hunting, trapping or fishing in accordance with this agreement or applicable legislation;

"hazardous waste sites" means sites on which toxic substances are stored or disposed of, and "toxic substances" are as defined in the *Canadian Environmental Protection Act*, R.S. 1985, c. 16, s. 11;



"heritage resources" means:

- (a) archaeological sites, historic places and sites and burial sites;
- (b) artifacts and objects of historical, cultural or religious significance; and
- (c) records;

"impact on the environment" includes effects on air, land and water quality, on wildlife and wildlife harvesting, on the social and cultural environment and on heritage resources;

"legal survey" means the determination of all the monuments or landmarks that mark a boundary and the survey of all the lines constituting the boundary. It includes the preparation of field notes and plans and any examination, approval or confirmation that may be required of the Surveyor General and other officers under the provisions of the *Canada Lands Survey Act*, R.S. 1985, c. L-6, or other statutory authority;

"legislation" means federal or territorial legislation in force from time to time and includes regulations, and any reference to a specific act means that act as amended from time to time, and successor legislation;

"local government" means all cities, towns, villages, hamlets, charter communities, settlements and local governments listed in 23.8.1 and any other local government which is subsequently designated and established pursuant to 23.7.1 and includes the Government of the Northwest Territories when it acts in the stead of local government;

"Mackenzie Valley" comprises the area within the Northwest Territories that is bounded on the south by the 60th parallel of latitude excluding the area of Wood Buffalo National Park; on the west by the border between the Northwest Territories and Yukon Territory; on the north by the boundary of the Western Arctic Region and on the east by the boundary of the Nunavut Settlement Area;

"migratory game birds" has the same meaning as in the *Migratory Game Birds Convention Act*, R.S. 1985, c.M-7;

"member of immediate family" means spouse, child, parent, brother or sister;

"minerals" means precious and base metals and other, non-living, naturally occurring substances and includes coal and oil and gas;

"Minister" means the Minister of the Government of Canada or the Minister of the Government of the Northwest Territories, as the context requires, responsible for the subject matter referred to;

"minor" means a person who has not yet reached the age of majority as determined from time to time by legislation;

"monument" means any authorized device used by a qualified surveyor to mark a boundary in a legal survey executed under some statutory authority, and includes any ancillary components;

"national park" means lands described in the schedules to the *National Parks Act*, R.S. 1985, c. N-14, that lie within the settlement area;

"natural boundary" means the ordinary high-water mark of water bodies or a well-defined height of land;

"navigable" means with respect to a river, lake or other body of water, capable of navigation by boat or other water craft used for commercial purposes or by members of the public in the settlement area;

"new licence", unless otherwise provided in this agreement, includes a licence where the licensee or effective ownership of the licensee is changed but does not include a renewal to the licensee of an existing licence, or a new licence issued to the licensee to authorize the continuation of activities of the licensee under an expiring licence;

"offset boundary" means a boundary parallel to an existing legal survey, a natural boundary or a right of way at a prescribed perpendicular distance from that boundary;

"oil" means crude oil, regardless of gravity, produced at a wellhead in liquid form and any other hydrocarbons except coal and gas and, without limiting the generality of the foregoing, hydrocarbons that may be extracted or recovered from deposits of oil sand, bitumen, bituminous sand, oil shale or from any other types of deposits on the surface or subsurface;

"ordinary high-water mark" of a body of water means the limit or edge of its bed and, in the case of non-tidal waters, it may be called "the bank" or "the limit of the bank";

"participant" means a person enrolled in the Enrolment Register pursuant to chapter 4;

"plants" means all flora, other than trees, in a wild state;

"protected area" means all areas and locations of land set apart and protected by government in the settlement area including historic parks and sites, national wildlife areas, migratory bird sanctuaries, territorial parks, conservation areas and archaeological sites but does not include national parks;

"Renewable Resources Council" means a Renewable Resources Council described in 13.9;

"resource" means mines and minerals whether solid, liquid or gaseous;

"royalty" means any payment, whether in money or in kind, in respect of production of a resource in, on or under the Mackenzie Valley, including the Norman Wells Proven Area described in chapter 9, paid or payable to government as owner of the resource, but does not include any payment for a service, for the issuance of a right or interest or for the granting of an approval or authorization;

"Sahtu community" means the community of participants in Fort Good Hope, Colville Lake, Fort Norman, Déline or Norman Wells;

"Sahtu Dene", "Sahtu Dene and Metis", "Sahtu Dene or Metis" or "Sahtu Metis" means a person or persons:

- (a) of Slavey, Hare or Mountain ancestry who resided in, or used and occupied the settlement area on or before December 31, 1921, or a descendant of such person; or
- (b) who was adopted as a minor by a person in (a) under the laws of any jurisdiction or under any custom of the communities comprised by the persons in (a), or is a descendant of a person so adopted;

"Sahtu lands" means Sahtu municipal lands and settlement lands;

"Sahtu municipal lands" means Sahtu lands within local government boundaries granted pursuant to 23.2.1;

"settlement area" comprises the area within the Northwest Territories as described in appendix A;

"settlement lands" means Sahtu lands outside local government boundaries granted pursuant to 19.1.2 within the settlement area, as set out in schedules I and III, appendix E, and outside the settlement area as set out in schedule II, appendix E;

"settlement legislation" means the legislation described in 3.1.3 and "the date of settlement legislation" means the date when the legislation comes into force;

"specific sites" means settlement lands selected pursuant to 2.10 of appendix C;

"Surveyor General" means the Surveyor General of Canada Lands appointed in the manner authorized by law or a person authorized by the Minister of Energy, Mines and Resources to carry out any or all of the duties of the Surveyor General;

"territorial park" means land so designated pursuant in the *Territorial Parks Act*, R.S. N.W.T. 1988, c. T-4;

"timber licence" includes a timber permit and forest management agreement;

"trade" means to barter, buy, give or receive;

"tree" means a woody, perennial plant generally with a single well-defined stem and a more or less definitively formed crown which is found in a wild state in the Northwest Territories, including Pinus species including Jack Pine and Lodge Pole Pine; Larix species including Tamarack; Picea species including White Spruce and Black Spruce; Abies species including Alpine Fir; Salix species including Beaked Willow and Pussy Willow; Populus species including Trembling Aspen and Balsam Poplar; Betula species including White Birch, Alaska Birch and Water Birch; Alnus species including Speckled Alder and Mountain Alder; and Prunus species including Choke Cherry and Pin Cherry;

"water" includes ice;

"waterfront lands" means lands from the water's edge to 30.48 metres inland measured from the ordinary high-water mark;

"Western Arctic Region" means that portion of the Inuvialuit Settlement Region other than the Yukon Territory, and the Inuvialuit Settlement Region is as defined in the Inuvialuit Final Agreement; and

"wildlife" means all ferae naturae in a wild state including fish, mammals and birds.



### 3 GENERAL PROVISIONS

- 3.1.1 This agreement shall be a land claim agreement within the meaning of section 35 of the *Constitution Act, 1982*.
- 3.1.2 Approval of this agreement by Parliament and the Sahtu Dene and Metis in accordance with this agreement is a condition precedent to the validity of this agreement which shall be effective from the date of settlement legislation and, in the absence of such approval, this agreement is null and void and of no effect.
- 3.1.3 Canada shall recommend to Parliament that this agreement be approved, given effect and declared valid by legislation.
- 3.1.4 Nothing in this agreement or in the settlement legislation shall remove from the Sahtu Dene or Metis their identity as aboriginal people of Canada or, subject to 3.1.11 and 3.1.12, affect their ability to participate in or benefit from any existing or future constitutional rights for aboriginal people which may be applicable to them.
- 3.1.5 Nothing in this agreement shall affect the ability of Sahtu Dene or Metis to participate in and benefit from government programs for status Indians, non-status Indians or Metis, as the case may be. Benefits received under such programs shall be determined by general criteria established from time to time.
- 3.1.6 Nothing in this agreement shall affect the rights of the Sahtu Dene or Metis as Canadian citizens and they shall continue to be entitled to all the rights and benefits of all other citizens applicable to them from time to time.
- 3.1.7 Nothing in this agreement shall affect the status under the *Indian Act*, R.S. 1985, c. I-5, of any Sahtu Dene or of any Indian band in the settlement area.
- 3.1.8 Sahtu lands shall be deemed not to be lands reserved for Indians within the meaning of the *Constitution Act, 1867* nor reserves within the meaning of the *Indian Act*, R.S. 1985, c. I-5.
- 3.1.9 Nothing in this agreement shall prejudice the devolution or transfer of jurisdiction or powers from Canada to the Government of the Northwest Territories.
- 3.1.10 The parties recognize the historical and cultural importance of Treaty 11 and agree that there shall be annual meetings to affirm this recognition, to make annual treaty payments and to recognize the importance of this agreement.
- 3.1.11 In consideration of the rights and benefits provided to the Sahtu Dene and Metis by this agreement, the Sahtu Dene and Metis cede, release and surrender to Her Majesty in Right of Canada all their aboriginal claims, rights, titles and interests, if any, in and to lands and waters anywhere within Canada.

3.1.12

In consideration of the rights and benefits provided to the Sahtu Dene and Metis by this agreement, the Sahtu Dene and Metis cede, release and surrender to Her Majesty in Right of Canada all their claims, rights or causes of action whether collective or individual which they ever had, now have or may hereafter have under, arising out of or by reason of:

- (a) the obligation in Treaty 11 to set aside reserves, and the Sahtu Dene hereby acknowledge that no reserves were ever set aside in the settlement area pursuant to this obligation;
- (b) the once and for all obligations in Treaty 11, which the Sahtu Dene acknowledge have been fulfilled by Her Majesty in Right of Canada, to provide the Indians with
  - (i) a payment of thirty-two dollars to each chief, twenty-two dollars to each headman, and twelve dollars to every other Indian,
  - (ii) medals, flags, copies of the Treaty, and
  - (iii) equipment for hunting, fishing and trapping to the value of fifty dollars for each family;
- (c) the obligation in Treaty 11 to provide the Indians with
  - (i) tools for bands that select a reserve,
  - (ii) such assistance as is deemed necessary for the purpose of following agricultural pursuits, and
  - (iii) suits of clothing for chiefs and headmen;
- (d) the right specified in Treaty 11 of the Indians to pursue their usual vocations of hunting, fishing and trapping, but this right shall only be ceded, released and surrendered
  - (i) within the settlement area, the Gwich'in Settlement Area, the Western Arctic Region, the Nunavut Settlement Area, and the Yukon, and
  - (ii) within any other region in which a comprehensive land claim agreement based upon the April 9, 1990 Dene/Metis Comprehensive Land Claim Agreement is concluded and approved by Parliament, provided that the Dene and Metis parties to such land claim agreement surrender their treaty rights in respect of hunting, fishing and trapping in the settlement area; and
- (e) any Imperial or Canadian legislation or Order-in-Council or other action of the Governor in Council or Canada in relation to Metis or half-breed scrip or money for scrip.

3.1.13

Canada hereby confirms existing treaty rights arising out of those parts of Treaty 11 which are not surrendered in 3.1.12.

- 3.1.14** Nothing in this agreement shall be construed to affect:
- (a) any aboriginal or treaty right to self-government which the Sahtu Dene or Metis may have; and
  - (b) hunting, trapping or fishing rights under a Natural Resources Transfer Agreement, or under treaty in British Columbia, Alberta, Saskatchewan and Manitoba of any person who is eligible to participate in this agreement.
- 3.1.15** Nothing in this agreement shall be construed to affect, recognize or provide any rights under section 35 of the *Constitution Act, 1982* for any aboriginal peoples other than the Sahtu Dene and Metis.
- 3.1.16** In consideration of the rights and benefits provided to the Sahtu Dene and Metis by this agreement, the Sahtu Dene and Metis agree on their behalf, and on behalf of their heirs, descendants and successors not to assert any cause of action, action for a declaration, claim or demand of whatever kind or nature which they ever had, now have or may hereafter have against Her Majesty in Right of Canada or any province, the government of any territory or any person based on any claim, right, title or interest described in 3.1.12.
- 3.1.17**
- (a) In consideration of the rights and benefits provided to the Sahtu Dene and Metis by this agreement, the Sahtu Tribal Council and the Sahtu organizations designated pursuant to chapter 7 and successor organizations or assigns of such organizations hereby agree to indemnify and forever save harmless Her Majesty in Right of Canada from all manner of suits and actions, causes of action, claims, demands, damages, costs or expenses, liability and entitlement, initiated, made or incurred after this agreement, whether known or unknown against Canada which any person who is eligible to participate in this agreement, including any heir, successor or permitted assign of such a person, ever had, now has or may hereafter have against Canada relating to or in any way arising from the claims, rights, titles and interests described in 3.1.12.
  - (b) Canada shall vigorously defend any such suit or action, cause of action, claim or demand and shall not compromise or settle any such suit or action, cause of action, claim or demand without the consent of the Sahtu Tribal Council.
  - (c) The Sahtu Dene and Metis shall not be required to pay Canada's costs under (b).
  - (d) For greater certainty, the right to be indemnified set out herein shall not extend to any manner of suit or action, cause of action, claim, demand, damage, cost or expense, liability or entitlement relating to or in any way arising from the failure of Her Majesty in Right of Canada to carry out Her obligations under this agreement.
- 3.1.18** This agreement may be examined as an aid to interpretation where there is any doubt in respect of the meaning of any legislation implementing the provisions of this agreement.
- 3.1.19** There shall not be any presumption that doubtful expressions in this agreement be interpreted in favour of government or the Sahtu Dene or Metis.
- 3.1.20** This agreement shall be the entire agreement and there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressed in it.



- 3.1.21 Subject to 3.1.22, all federal, territorial and local government laws shall apply to the Sahtu Dene and Metis and to Sahtu lands.
- 3.1.22 Where there is any inconsistency or conflict between the settlement legislation or this agreement and the provisions of any law, the settlement legislation or this agreement, as the case may be, shall prevail to the extent of the inconsistency or conflict.
- 3.1.23 Neither government nor the Sahtu Dene and Metis shall challenge the validity of any provision of this agreement.
- 3.1.24 Subject to 3.1.17, neither government nor the Sahtu Dene and Metis shall have a claim or cause of action based on a finding that any provision of this agreement is invalid.
- 3.1.25 If any provision of this agreement is found by a court of competent jurisdiction to be invalid, government and the Sahtu Dene and Metis shall make best efforts to amend this agreement to remedy the invalidity or replace the invalid provision.
- 3.1.26
- (a) The provisions of this agreement may be amended with the consent of government, as represented by the Governor in Council, and the Sahtu Dene and Metis as represented by the Sahtu Tribal Council, but the jurisdiction of the Government of the Northwest Territories shall not be altered, nor shall it incur any financial obligations, through any amendment without the written consent of its Executive Council.
  - (b) Government shall be entitled to rely on the written decision of the Board of Directors of the Sahtu Tribal Council as evidence of the consent of the Sahtu Dene and Metis.
- 3.1.27 Government shall consult with the Sahtu Tribal Council in the planning of the institutions and the preparation of the settlement legislation and other legislation proposed to implement the provisions of this agreement.
- 3.1.28 Notwithstanding any other provision of this agreement, government is not required to disclose any information that it is required or entitled to withhold under any act relating to access to information. Where government has a discretion to disclose any information, it shall take into account the objects of this agreement in exercising that discretion.
- 3.1.29 The Minister of Indian Affairs and Northern Development shall cause a certified copy of the agreement and any amendments thereto to be deposited in:
- (a) the Library of Parliament;
  - (b) the legislative library of the Government of the Northwest Territories;
  - (c) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;
  - (d) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and
  - (e) such other places as the Minister deems necessary.

## **4 ELIGIBILITY AND ENROLMENT**

### **4.1 DEFINITIONS**

#### **4.1.1 In this chapter,**

"initial enrolment period" means a period of five years, or such other period as Canada and the Sahtu Tribal Council agree, commencing upon the date of settlement legislation.

### **4.2 ELIGIBILITY**

**4.2.1** A person shall be eligible to be enrolled as a participant if that person is a Canadian citizen and a Sahtu Dene or Metis.

**4.2.2** (a) Notwithstanding that a person is not eligible to be enrolled by virtue of 4.2.1, that person shall be eligible to be enrolled if that person is a Canadian citizen of aboriginal ancestry resident in the settlement area, who was accepted by a Sahtu community at any time following the date of settlement legislation.

(b) "Accepted by a Sahtu community" in (a) means that a person was sponsored by a person eligible to be enrolled pursuant to 4.2.1, and was approved by a process to be determined by the participants in the Sahtu community concerned.

**4.2.3** (a) Persons enrolled pursuant to 4.2.2 shall have rights equal to those of persons enrolled pursuant to 4.2.1.

(b) Persons enrolled pursuant to 4.2.2 are deemed to be Sahtu Dene or Metis for the purposes of chapter 3.

**4.2.4** A designated Sahtu organization shall bear the responsibility, including the cost, for conducting all votes held for the purpose of accepting persons for enrolment pursuant to 4.2.2.

**4.2.5** Eligibility is personal; it cannot be transferred or assigned.

### **4.3 OTHER COMPREHENSIVE LAND CLAIM AGREEMENTS**

**4.3.1** Notwithstanding 4.2.1 and 4.2.2, no person who is enrolled pursuant to another comprehensive land claim agreement in Canada may be enrolled pursuant to this agreement, and any person enrolled pursuant to this agreement shall cease to be so enrolled if that person becomes enrolled pursuant to another such agreement.

**4.3.2** Notwithstanding 4.3.1, a person who would be eligible to be enrolled pursuant to this agreement but for the fact that that person is enrolled pursuant to another comprehensive land claim agreement in Canada, shall be eligible to be enrolled pursuant to this agreement if that person ceases to be enrolled pursuant to the other comprehensive land claim agreement and elects to be enrolled pursuant to this agreement.

**4.3.3** For the purposes of 4.3.1, receipt of monetary benefits pursuant to the Agreement with Respect to Providing Interim Benefits to Yukon Indian Elders between the Government of Canada and the Council for Yukon Indians shall not be considered enrolment pursuant to any other comprehensive land claim agreement.

4.3.4 For the purpose of 4.3, Treaty 11 is not a comprehensive land claim agreement.

#### 4.4 ENROLMENT BOARD

4.4.1 An Enrolment Board shall be established, at the date of settlement legislation, composed of:

- (a) seven persons appointed by the Sahtu Tribal Council, one from each of the aboriginal communities, whose names appear on either of the Official Voters Lists described in 3.1 of appendix D; and
- (b) during the initial enrolment period only, two persons appointed by the Minister of Indian Affairs and Northern Development.

4.4.2 The Enrolment Board shall:

- (a) establish an Enrolment Register and enter therein the name of each person who is eligible to be enrolled pursuant to 4.2.1 or 4.2.2:
  - (i) who is not a minor and who applies to the Board to be enrolled; or
  - (ii) who is a minor and for whom the Board receives an application for enrolment by that person's parent or guardian;
- (b) maintain the Enrolment Register;
- (c) maintain a record of those persons whose applications for enrolment were rejected;
- (d) remove from the Enrolment Register the name of any person:
  - (i) who is not a minor and who notifies the Board in writing that that person's name is to be removed from the Register; or
  - (ii) who is a minor and whose parent or guardian notifies the Board in writing that that minor's name is to be removed from the Register.
- (e) publish the Enrolment Register at least once a year;
- (f) during the initial enrolment period, prepare an annual budget for the operation of the Enrolment Board and present it for review and approval to the Government of Canada;
- (g) prepare and provide application forms and information. Application forms shall provide that an applicant:
  - (i) identify the aboriginal community with which the applicant wishes to be enrolled; and
  - (ii) identify whether the applicant is applying to be enrolled pursuant to 4.2.1 or pursuant to 4.2.2;
- (h) determine its own procedures and rules of evidence which shall be in accordance with principles of natural justice;



- (i) notify each applicant whose name has not been entered in the Enrolment Register of the reasons for the decision to refuse enrolment and of that applicant's right to appeal from any decision with respect to enrolment;
- (j) prepare and provide to each participant proof of enrolment under this agreement; and
- (k) prior to enrolling a person who applies to be enrolled pursuant to 4.2.2, obtain the written consent of such person that he or she shall be deemed to be Sahtu Dene or Metis upon enrolment as provided in 4.2.3(b).

#### 4.5 APPEAL

4.5.1 Any applicant for enrolment whose name has not been entered in the Enrolment Register may appeal such decision by filing a notice of appeal with the Supreme Court of the Northwest Territories.

4.5.2 On any such appeal, if the Court finds that the Enrolment Board erred in reaching its decision, the Court may reverse the decision of the Board and direct enrolment or refer the decision back to the Board for reconsideration.

#### 4.6 COSTS

- 4.6.1 (a) The Government of Canada shall pay the reasonable and necessary costs incurred by the Enrolment Board for the initial enrolment period.
- (b) After the initial enrolment period, the Sahtu Tribal Council shall bear the costs of the Enrolment Board.

#### 4.7 OTHER PROVISIONS

4.7.1 Nothing in this agreement shall be construed so as to imply that the Government of Canada has agreed to negotiate with those persons who are eligible to be enrolled pursuant to 4.2.2 on the basis of their being the original inhabitants of the settlement area.

4.7.2 Benefits provided under this agreement, unless otherwise specified, shall be held by participants collectively. No individual participant has a right to land, money or other benefits unless specifically provided for in this agreement, or by decision of the participants acting through a designated Sahtu organization.

## **5 SELF-GOVERNMENT**

- 5.1.1** Government shall enter into negotiations with the Sahtu Dene and Metis with a view to concluding agreements on self-government appropriate to the unique circumstances of the Sahtu Dene and Metis and in conformity with the Constitution of Canada.
- 5.1.2** A framework agreement which states the principles, process and agenda items for negotiation pursuant to 5.1.1 is set out in appendix B.
- 5.1.3** Government shall recommend to Parliament or the Legislative Assembly of the Northwest Territories, as the case may be, legislation separate from settlement legislation to bring into effect self-government agreements resulting from negotiations pursuant to 5.1.1.
- 5.1.4** The provisions of self-government agreements shall not be inconsistent with the provisions of settlement legislation or this agreement. Where there is any inconsistency or conflict between the settlement legislation or this agreement and the provisions of any self-government agreement, the settlement legislation or this agreement, as the case may be, shall prevail to the extent of the inconsistency or conflict. The parties may agree to amend either the self-government agreement, the settlement legislation or this agreement in order to resolve any inconsistency or conflict.
- 5.1.5** Self-government agreements shall not affect the rights of the Sahtu Dene and Metis as Canadian citizens or their entitlement to all the rights and benefits of other citizens applicable to them from time to time.
- 5.1.6** Subject to 3.1.14, self-government rights provided for in self-government agreements and any legislation enacted to implement such agreements shall not be construed, on the basis of this agreement, to be aboriginal or treaty rights within the meaning of section 35 of the *Constitution Act, 1982*.
- 5.1.7** Nothing in this agreement shall preclude the Sahtu Dene and Metis from acquiring constitutional protection for self-government or for self-government agreements negotiated pursuant to this chapter as may be provided in future constitutional amendments or otherwise.
- 5.1.8** This agreement shall not be interpreted to preclude the possibility that Sahtu institutions may acquire additional powers and authority through a process of transfer of further powers and authorities from government.
- 5.1.9** The objectives of self-government agreements shall be to describe the nature, character and extent of self-government, and the relationship between government and Sahtu institutions and to accommodate self-government within the framework of public government.
- 5.1.10** Self-government negotiations will address the desire of the Sahtu Dene and Metis to have self-government exercised as close to the community level as is reasonably possible.
- 5.1.11** Funding for self-government negotiations shall be according to government policy for self-government negotiations.
- 5.1.12** Government and the Sahtu Dene and Metis agree that the development of a future constitution for the Northwest Territories is a priority. Government shall give the Sahtu Tribal Council the opportunity to participate in any constitutional conference or similar process for reform of the constitution of the Northwest Territories.

## **6 DISPUTE RESOLUTION**

### **6.1 GENERAL**

- 6.1.1** The provisions of this chapter apply to any dispute which is not resolved by discussion and negotiation.
- 6.1.2** Subject to the provisions of this chapter, the Supreme Court of the Northwest Territories has jurisdiction in respect of any action arising out of this agreement including any application for judicial review in respect of any board established pursuant to this agreement.
- 6.1.3** The Supreme Court of the Northwest Territories shall have jurisdiction to review a decision of the arbitrator or arbitrators in 6.3.7 on a question of law or jurisdiction.
- 6.1.4** Except in respect of disputes arbitrated under this chapter, nothing in this chapter limits the jurisdiction of any court.
- 6.1.5** The panel described in 6.2 shall have jurisdiction to arbitrate in respect of:
- (a) any matter which this agreement stipulates is to be determined by arbitration; and
  - (b) any matter concerning the interpretation or application of this agreement where the parties agree to be bound by an arbitration decision in accordance with this chapter.
- 6.1.6** Where a participant has a right of action in relation to this agreement, the Sahtu Tribal Council may bring that action on behalf of such participant with the consent of the participant.
- 6.1.7** Nothing in this chapter shall prevent parties to a dispute from agreeing to refer it to an alternate dispute-resolution mechanism such as mediation or arbitration pursuant to the *Arbitration Act*, R.S.N.W.T. 1988, c. A-5.

### **6.2 ARBITRATION PANEL**

- 6.2.1**
- (a) An arbitration panel ("the panel") shall be established to resolve disputes in accordance with this agreement.
  - (b) The panel is established when:
    - (i) Canada, as represented by the Minister of Indian Affairs and Northern Development, the Government of the Northwest Territories as represented by the Minister of Justice and the Sahtu Tribal Council agree in writing that it is established; or
    - (ii) Canada and the Government of the Northwest Territories have each appointed at least one member and the Sahtu Tribal Council has appointed at least two members to the panel,whichever comes first.



- 6.2.2 The panel shall have eight members including a chairperson and a vice-chairperson, both of which shall be chosen by a majority of the panel. Subject to 6.3.5, the panel may establish rules and procedures for the implementation of this chapter.
- 6.2.3 (a) Canada, the Government of the Northwest Territories and the Sahtu Tribal Council shall consult and attempt to reach consensus as to the persons to be appointed to the panel.
- (b) If a consensus is not reached under (a) within one year of the date of settlement legislation, Canada and the Government of the Northwest Territories may each appoint two members and the Sahtu Tribal Council may appoint four members.
- (c) The term of appointment shall be five years.
- 6.2.4 Upon the departure of a panel member from the panel, the party which appointed the departing member may appoint a new member to the panel and, where the departing member was jointly appointed, Canada, the Government of the Northwest Territories and the Sahtu Tribal Council shall consult and attempt to reach consensus as to the appointment of the new member.
- 6.2.5 A quorum of the panel shall be four members, which in the case of a panel appointed under 6.2.3(b) shall consist of one member appointed by each of Canada and the Government of the Northwest Territories and two members appointed by the Sahtu Tribal Council.
- 6.2.6 Any staff of the panel shall be provided by government. The panel shall prepare an annual budget, subject to review and approval by government. The approved expenses of the panel shall be a charge on government.
- 6.2.7 Appointments by Canada under this chapter shall be made by the Minister of Indian Affairs and Northern Development. Appointments by the Government of the Northwest Territories shall be made by its Minister of Justice.
- 6.3 PROCEDURE FOR ARBITRATION
- 6.3.1 A dispute shall be arbitrated by:
- (a) one arbitrator drawn from the panel if agreed to by the parties to the arbitration; or
- (b) three arbitrators drawn from the panel, one of whom shall be appointed by the party making the submission to arbitration, one by the other party to the submission and the third to be selected by the two appointed arbitrators from the other members of the panel. Failing agreement, the third arbitrator shall be appointed by a judge pursuant to the *Arbitration Act*, R.S.N.W.T 1988, c. A-5, who shall not be restricted to members of the panel when making such appointment.
- (c) Unless otherwise agreed, arbitrators shall be selected from the panel.
- 6.3.2 An arbitration, in respect of any matter referred to in 6.1.5(a), shall be convened by a submission to arbitration filed with the panel by any person having a right to arbitration under this agreement. The submission shall name the other party to the dispute, set out the nature of the dispute, a summary of the facts, describe the issue to be arbitrated, name an arbitrator from the panel and describe the relief sought.

- 6.3.3** In the case of an arbitration convened pursuant to 6.3.2, the other party to the dispute shall file a reply within 30 days responding to the submission, agreeing to the arbitrator named in the submission or naming another arbitrator from the panel and describing any relief sought. Where the other party to the dispute fails to file a reply within the prescribed time, that party shall be deemed to have agreed to the arbitrator named in the submission and shall be deemed to be a party to the arbitration.
- 6.3.4** (a) The Sahtu Tribal Council, Canada or the Government of the Northwest Territories may participate in any arbitration as a party on notice to the arbitrator or arbitrators.
- (b) The arbitrator or arbitrators shall allow any other person, on application and on such terms as the arbitrator or arbitrators in their discretion may order, to participate in an arbitration if in the opinion of the arbitrator or arbitrators the interest of that person may be affected by the arbitration.
- 6.3.5** The arbitrator or arbitrators shall have jurisdiction, after hearing the parties, to determine all questions of procedure, including the method of giving evidence, and to make an award, including interim relief, payment of interest and costs in accordance with this agreement.
- 6.3.6** It is intended that the process of arbitration will resolve disputes submitted to it in an expeditious and, where appropriate, informal manner.
- 6.3.7** The decision of the arbitrator or arbitrators shall be conclusive and binding on the parties to the arbitration and shall not be challenged by appeal or review in any court except on the ground that the arbitrator or arbitrators have erred in law or exceeded their jurisdiction.
- 6.3.8** If the arbitrator or arbitrators make no decision as to costs, each party to an arbitration shall bear its own costs and an equal share of the other costs of the arbitration including the remuneration and expenses of the arbitrator or arbitrators.
- 6.3.9** The *Arbitration Act*, R.S.N.W.T. 1988, c. A-5, shall apply to any arbitration to the extent not inconsistent with this chapter.
- 6.3.10** A public file of arbitration decisions shall be maintained by the panel unless the parties to the arbitration agree that the proceedings, including the decision, shall remain confidential.
- 6.4** TRANSITIONAL
- 6.4.1** Until an arbitration panel is established, the *Arbitration Act*, R.S.N.W.T. 1988, c. A-5, applies to any arbitration described in 6.1.5.

## **7 SAHTU ORGANIZATIONS**

- 7.1.1** All rights exercisable by a designated Sahtu organization and all obligations to which a designated Sahtu organization is subject shall be assigned by the Sahtu Tribal Council prior to the date of settlement legislation to one or more designated Sahtu organizations. Such rights and obligations may be reassigned by the Sahtu Tribal Council or its designate from time to time provided that such reassignments shall not adversely affect the exercise of rights or the performance of obligations contemplated in this agreement.
- 7.1.2** Designated Sahtu organizations shall be trusts, societies or corporations established pursuant to federal or territorial legislation.
- 7.1.3**
- (a) A designated Sahtu organization which administers the capital transfer pursuant to 8.1.1, amounts payable pursuant to 10.1.2 or land transfers pursuant to 19.1.2 shall be structured such that:
    - (i) all participants have an equal interest therein as at the date of settlement legislation; and
    - (ii) such organizations shall be owned and controlled by participants and membership or shareholdings shall be non-transferable.
  - (b) Any subsequent restructuring of the organizations in (a) shall respect the principle of maintaining an equal interest of participants, at the regional, Sahtu community or aboriginal community level, in respect of land and capital assets.
  - (c) Persons enrolled pursuant to 4.2.2 shall not be counted for the purpose of any apportionment among designated Sahtu organizations of the capital transfer pursuant to 8.1.1 or amounts payable pursuant to 10.1.2.
- 7.1.4** Designated Sahtu organizations exercising rights pursuant to this agreement shall be open to membership by all participants who are not minors and who are affected by the exercise of such rights.
- 7.1.5** Nothing in this chapter is intended to prevent participation by participants in corporations or other forms of business organization in which other persons are shareholders or have an interest by using the capital transfer transferred under this agreement.
- 7.1.6**
- (a) Prior to the date of settlement legislation, the Sahtu Tribal Council shall designate a Sahtu organization or organizations to receive the capital transfer pursuant to 8.1.1, amounts payable pursuant to 10.1.2 and any other payments pursuant to this agreement.
  - (b) The Sahtu Tribal Council or its designate may later designate other Sahtu organizations to receive payments provided the principles expressed in 7.1.3 are observed.



7.1.7

Canada is authorized to make:

- (a) the capital transfer pursuant to 8.1.1 and payments pursuant to 10.1.2 to duly authorized organizations designated pursuant to 7.1.6, and
- (b) transfers of land to one or more designated Sahtu organizations pursuant to 19.1,

and shall be deemed to have fully discharged its obligations in respect of such transfers and payments upon receipt of such by the designated Sahtu organizations.

7.1.8

The Sahtu Tribal Council shall cause to be established, prior to the date of settlement legislation, and shall thereafter maintain, a public register of designated Sahtu organizations, which register shall identify all rights and obligations assigned pursuant to 7.1.1 to designated Sahtu organizations.

7.1.9

Government shall not be liable to participants for any damage or loss suffered by participants as a result of the failure of any designated Sahtu organization to comply with an obligation under this agreement.

## **8 FINANCIAL PAYMENTS**

### **8.1 CAPITAL TRANSFER**

**8.1.1** Canada shall make a capital transfer to the Sahtu Tribal Council in accordance with the schedule of payments as set forth in schedule I to this chapter.

### **8.2 NEGOTIATION LOAN REPAYMENT**

**8.2.1** The Sahtu Tribal Council shall repay their negotiation loans and shall pay 15 percent of the negotiation loans incurred by the Dene Nation and the Metis Association of the Northwest Territories between 1975 and November 7, 1990 as provided in schedule II to this chapter.

**8.2.2** Canada may set off and deduct from payments to be made pursuant to **8.1.1** the amounts of repayment of the negotiation loans under **8.2.1** to be made at the time of such payments.

**8.2.3** In all other respects, any other terms and conditions of the negotiation loans shall be unaffected.

### **8.3 LOANS AGAINST CAPITAL TRANSFER**

**8.3.1** At any time after three years from the date of settlement legislation the Sahtu Tribal Council may request a loan from Canada against the then unpaid balance of the capital transfer.

**8.3.2** Canada, as represented by the Minister of Finance, may decide, at its discretion, whether to grant a request, pursuant to **8.3.1**, for a loan. The Minister may negotiate the terms and conditions of a loan subject to the requirement that:

- (a) the Sahtu Tribal Council shall pay, at the time of the loan, an amount on any outstanding balance of negotiation loans described in **8.2.1** which will reduce the outstanding balance of those loans by the same proportion as the amount loaned under **8.3.2** bears to the unpaid balance of the capital transfer in **8.1.1**;
- (b) the amount paid by the Sahtu Tribal Council in (a) shall be credited to the last payments of the schedule described in **8.2.1**;
- (c) the unpaid balance of the capital transfer in any year is greater than or equal to the total of all outstanding administrative fees, if any, loan repayments and interest payable by the Sahtu Tribal Council; and
- (d) Canada may deduct any loan repayments due from the Sahtu Tribal Council from payments due to the Sahtu Tribal Council pursuant to **8.1.1**.

Schedule I to Chapter 8

**SCHEDULE OF PAYMENTS**

<u>Date</u>	<u>Payment</u>
Date of settlement legislation	\$9,000,000.00*
First Anniversary of date of this agreement	\$3,853,940.42
Second Anniversary of date of this agreement	\$5,780,910.62
Third Anniversary of date of this agreement	\$7,707,880.83
Fourth Anniversary of date of this agreement	\$9,634,851.04
Fifth Anniversary of date of this agreement	\$9,634,851.04
Sixth Anniversary of date of this agreement	\$9,634,851.04
Seventh Anniversary of date of this agreement	\$9,634,851.04
Eighth Anniversary of date of this agreement	\$9,634,851.04
Ninth Anniversary of date of this agreement	\$9,634,851.04
Tenth Anniversary of date of this agreement	\$9,634,851.04
Eleventh Anniversary of date of this agreement	\$9,634,851.04
Twelfth Anniversary of date of this agreement	\$9,634,851.04
Thirteenth Anniversary of date of this agreement	\$7,707,880.83
Fourteenth Anniversary of date of this agreement	\$5,780,910.62
Fifteenth Anniversary of date of this agreement	\$3,853,940.42

\* This amount shall bear interest at a rate of 7.57 percent compounded annually from the date of this agreement to the date of payment. Such amount shall be paid as soon as possible after the date of settlement legislation.



**NEGOTIATION LOANS REPAYMENT SCHEDULE**

First Payment	\$ 533,902.64	on the first anniversary of the date of this agreement
Second Payment	\$ 800,853.96	on the second anniversary of the date of this agreement
Third Payment	\$1,067,805.28	on the third anniversary of the date of this agreement
Fourth Payment	\$1,334,756.60	on the fourth anniversary of the date of this agreement
Fifth Payment	\$1,334,756.60	on the fifth anniversary of the date of this agreement
Sixth Payment	\$1,334,756.60	on the sixth anniversary of the date of this agreement
Seventh Payment	\$1,334,756.60	on the seventh anniversary of the date of this agreement
Eighth Payment	\$1,334,756.60	on the eighth anniversary of the date of this agreement
Ninth Payment	\$1,334,756.60	on the ninth anniversary of the date of this agreement
Tenth Payment	\$1,334,756.60	on the tenth anniversary of the date of this agreement
Eleventh Payment	\$1,334,756.60	on the eleventh anniversary of the date of this agreement
Twelfth Payment	\$1,334,756.60	on the twelfth anniversary of the date of this agreement
Thirteenth Payment	\$1,067,805.28	on the thirteenth anniversary of the date of this agreement
Fourteenth Payment	\$ 800,853.96	on the fourteenth anniversary of the date of this agreement
Fifteenth Payment	\$ 533,902.64	on the fifteenth anniversary of the date of this agreement

**NOTE:** The outstanding amount of negotiation loans as of the date of this agreement is \$10,813,185.67. The participants have the option of paying down all or any portion of the negotiation loans on any anniversary of the date of this agreement. The interest rate will be a fixed rate of 6 percent. A new schedule of the remaining payments shall be issued each time this option is exercised.

## **9 NORMAN WELLS PROVEN AREA**

### **9.1 DEFINITIONS**

#### **9.1.1 In this chapter,**

"Esso" means Imperial Oil Limited and Esso Resources (Canada) Limited, and their subsidiary corporations and their successors and assigns; and

"Proven Area" means the area described in Schedule "A" to the Proven Area Agreement dated July 21, 1944 between Imperial Oil Limited and His Majesty in Right of Canada ("the Proven Area Agreement"), as amended and renewed from time to time.

### **9.2 CONSULTATION**

**9.2.1** Government shall consult with the Sahtu Tribal Council with respect to those matters to be discussed with Esso or other parties on any amendment, renegotiation or renewal of the Proven Area Agreement or any new agreement for the development of the Proven Area and shall keep the Sahtu Tribal Council fully informed of the progress of such negotiations. The Sahtu Tribal Council shall treat such information as confidential if requested by government to do so.

**9.2.2** Government and the Sahtu Tribal Council shall establish a joint committee for the purpose of reviewing current and future operations pursuant to the Proven Area Agreement.

**9.2.3** The joint committee shall meet periodically, but at least annually, in the settlement area, to receive and consider reports and advise Esso with respect to such matters as:

- (a) current operating results and expenditures;
- (b) environmental monitoring and controls;
- (c) community relations and liaison;
- (d) employment and training of participants and other local personnel; and
- (e) future development in the oil field.

**9.2.4** The joint committee shall call an annual meeting in Fort Good Hope, Norman Wells or Fort Norman in order to present a report to the participants including:

- (a) the previous year's operations, including appropriate financial information;
- (b) the environmental and other consequences of any incidents, spills, accidents and any resultant cleanup activities;
- (c) employment and training of participants;
- (d) plans for the upcoming year or years; and
- (e) other matters of concern to the participants.

- 9.2.5 The joint committee may invite Esso to participate in its meetings and shall invite Esso to participate in the annual meeting mentioned in 9.2.4.
- 9.2.6 Government and the Sahtu Tribal Council shall each bear their own costs in respect of participation on the committee.
- 9.3 RELEASE
- 9.3.1 Canada is discharged from all undertakings and obligations, if any, to the participants in respect of the Proven Area other than those expressed in this agreement.



## **10 RESOURCE ROYALTIES**

**10.1.1** Government shall pay to the Sahtu Tribal Council, annually, an amount equal to:

- (a) 7.5 percent of the first \$2.0 million of resource royalties received by government in that year; and
- (b) 1.5 percent of any additional resource royalties received by government in that year.

**10.1.2** (a) Amounts payable by government pursuant to this chapter shall be calculated on the basis of amounts due to and received by government in respect of resources produced after the date of this agreement.

(b) Payments remitted to the Sahtu Tribal Council shall be in quarterly instalments.

(c) Government shall annually provide to the Sahtu Tribal Council a statement indicating the basis on which royalties were calculated for the preceding year.

(d) On the request of the Sahtu Tribal Council, government shall request the Auditor General to verify the accuracy of the information in the annual statements.

**10.1.3** (a) Subject to (b), government shall consult with the Sahtu Tribal Council on any proposal specifically to alter by legislation the resource royalty payable to government.

(b) Where government consults outside government on any proposed changes to the fiscal regime which will affect the resource royalty payable to government, it shall also consult with the Sahtu Tribal Council.

## 11 TAXATION

### 11.1 DEFINITIONS

#### 11.1.1 In this chapter,

"Tax Act" shall mean the *Income Tax Act*, R.S. 1970-71-72, c. 63 and the *Income Tax Act*, R.S.N.W.T. 1988, c. I-1;

"federal Tax Act" shall mean the *Income Tax Act*, R.S. 1970-71-72, c. 63;

"real property taxation" shall mean all local government tax and taxes on real property but, for greater certainty, does not include any tax levied pursuant to the Tax Act, tax on goods and services, sales tax or tax on transfer of property;

"settlement corporation" shall mean a corporation described in 11.3.1; and

"Minister" shall mean the Minister of National Revenue.

### 11.2 CAPITAL PAYMENTS

#### 11.2.1 There shall be no federal, territorial or local government tax or other similar charge exigible in respect of, or reduction to the cost or capital cost of, property acquired as a result of the receipt by a designated Sahtu organization of, or the receipt by a settlement corporation that may reasonably be considered to be a receipt of, amounts that are:

- (a) capital transfer payments described in chapter 8;
- (b) payments made to all designated Sahtu organizations and settlement corporations described in chapter 10, to the extent that such payments do not exceed in aggregate \$3.0 million; and
- (c) loans described in 8.3.

#### 11.2.2 Except as provided in this chapter, any income earned on an amount described in 11.2.1(a), (b) or (c) received by a person other than a settlement corporation shall be subject to federal, territorial or local government tax or other similar charges as may be exigible under legislation.

### 11.3 SETTLEMENT CORPORATIONS

#### 11.3.1 A settlement corporation means a non-share capital corporation that:

- (a) is incorporated by the participants, is resident in Canada and is operated all or substantially all for the general benefit of participants;
- (b) devotes all or substantially all of its resources to making the investments described in 11.3.3 and to carrying on its permitted activities as described in schedule I to this chapter;
- (c) qualifies as a designated Sahtu organization, as described in chapter 7;

- (d) has received no contributions of capital or other amount, except an amount that is
  - (i) an amount described in 11.2.1;
  - (ii) a transfer of capital from another settlement corporation; or
  - (iii) a grant or subsidy received from a government institution or other similar public body in the course of carrying on the settlement corporation's permitted activities as described in schedule I to this chapter;
- (e) has given to the Minister an election (i) to be a settlement corporation and (ii) to be subject to the special rules applicable to a settlement corporation, as provided in this chapter, with the first tax return that it is required to file with the Minister; and
- (f) has not had its status as a settlement corporation terminated pursuant to 11.3.7.

#### Disbursement Requirements

- 11.3.2 A settlement corporation shall be subject to the disbursement rules, including the disbursement excess rules, applicable to "public foundations" under the federal Tax Act, with such modifications as are required, provided that such rules shall not apply to a settlement corporation or its disbursements until the first day of the taxation year of the corporation commencing after the end of a period of 15 years commencing on the day of payment of the first capital transfer payment described in chapter 8. For this purpose, any loans made by the settlement corporation pursuant to schedule I to this chapter shall be treated as disbursements, the relevant provisions of the federal Tax Act shall apply as if the permitted activities described in schedule I to this chapter were charitable activities and the persons to whom payments or loans are made by the settlement corporation in the course of carrying on these permitted activities shall be treated as qualified donees.

#### Permitted Activities and Qualified Investments

- 11.3.3
- (a) A settlement corporation shall restrict its investments to those made in the course of carrying on activities permitted under schedule I to this chapter and those described in schedule II to this chapter, as that latter schedule is amended from time to time by agreement among the Sahtu Tribal Council, the Minister of Finance of Canada and the Government of the Northwest Territories, except that
  - (b) a settlement corporation, either alone or as part of a group that includes another settlement corporation, shall not control directly or indirectly in any manner whatever a corporation, partnership or other entity that carries on a business or whose principal activity is the making of investments.
  - (c) A settlement corporation may borrow money from time to time in order to finance its permitted activities and its qualified investments and the settlement corporation may repay the borrowed money and interest thereon.
  - (d) For the purposes of 11.3.3(b), another settlement corporation shall mean a settlement corporation as defined in 11.3.1 or any settlement corporation or like entity created pursuant to any comprehensive land claim agreement in Canada.



- (e) A settlement corporation shall not acquire an interest in a partnership or trust other than a small business investment limited partnership or a small business investment trust as defined in the federal Tax Act unless it is to realize on a security held by the settlement corporation, in which case its interest shall be disposed of within a reasonable period not to exceed six months. A settlement corporation shall not provide any loans to a partnership or a trust other than a small business investment limited partnership or a small business investment trust as defined in the federal Tax Act unless the loan is provided in the course of carrying on a permitted activity under schedule I to this chapter.

#### Taxation of Settlement Corporations

- 11.3.4** Except as provided in this chapter, there shall be no federal, territorial or local government tax or other similar charges exigible from a settlement corporation save and except federal goods and services tax. For greater certainty, a settlement corporation shall not be subject to federal large corporations or other capital taxes.
- 11.3.5** (a) A settlement corporation shall be liable to pay tax for a taxation year, determined as if its taxable income for the year was an amount equal to the aggregate of the following amounts:
- (i) the amount of any income derived by it from property during the year including, for greater certainty, the income or the taxable portion of any capital gain realized on the disposition of the property, other than property that is a qualified investment of the settlement corporation as described in 11.3.3 or that is property (including a grant or subsidy from a government institution or other similar public body) acquired by the settlement corporation in the course of carrying on its permitted activities as described in schedule I to this chapter;
  - (ii) any amounts contributed or otherwise paid to the settlement corporation during the year, other than amounts:
    - (A) described in 11.2.1 or as a transfer of capital from another settlement corporation; or
    - (B) otherwise included in computing its taxable income for the year under 11.3.5(a)(i) or (iii);
  - (iii) described in 11.3.5(b), 11.3.7(c) or 11.3.8; and
  - (iv) any amounts paid by the settlement corporation during the year that are exempt from taxation in the hands of the recipient by virtue of subparagraph 81(1)(a) of the federal Tax Act or paragraph 87(1)(b) of the *Indian Act*, R.S. 1985, c. I-5, other than any amounts that are exempt from taxation in the hands of the recipient by virtue of this agreement or settlement legislation.

- (b) For the purposes of 11.3.5(a), if a settlement corporation makes any payment, whether by distribution, disbursement, loan or otherwise, and the payment:
- (i) is not an investment described in 11.3.3, is not made in the course of carrying on its permitted activities described in schedule I to this chapter and
  - (ii) where it is reasonable to believe that such payment was inadvertently made, the payment is made at least five years after the date of settlement legislation,

an amount equal to the amount of the payment, divided by (1-A), shall be deemed to be an amount referred to in 11.3.5(a)(iii) for the year in which the payment was made, where A is the aggregate of the federal and the Northwest Territories tax rates applicable to public corporations for that year before deducting the territorial abatement, plus any surtaxes to which public corporations may be liable for the year.

- (c) The tax payable by a settlement corporation upon its taxable income for a taxation year provided in 11.3.5(a) shall be that percentage of its taxable income that is the maximum federal and Northwest Territories tax rate applicable to a public corporation for the year, plus any surtaxes to which public corporations may be liable for the year, and shall be determined without any deduction.

11.3.6 A settlement corporation shall be liable to pay the tax under part XI of the federal Tax Act, including the penalty tax payable on excess foreign property, as if that part were stated to be applicable to settlement corporations, with such modifications as are required.

#### Termination of Settlement Corporation Status

- 11.3.7 (a) A settlement corporation may revoke its election made under 11.3.1.(e) effective as of a date determined by the settlement corporation (the "revocation date") provided that:
- (i) the settlement corporation shall give written notice to the Minister of National Revenue of its intention to revoke its election, and
  - (ii) the date of such notice shall be not less than 60 days prior to the revocation date.

Upon receipt of such notice, the Minister of National Revenue shall terminate the status of the corporation as a settlement corporation effective as of the revocation date or, where the revocation date is less than 60 days prior to the date of such notice, as of the day which is 60 days after the date of such notice. For the purposes of this 11.3.7 (a), the date of any notice shall be the day of mailing of such notice.

- (b) Where the Minister is of the opinion that a settlement corporation has failed to comply with any provision in this chapter, the Minister may notify the settlement corporation in writing and if the settlement corporation does not redress the default to the satisfaction of the Minister within 100 days after the registered mailing of such notice, the Minister may terminate the status of the corporation as a settlement corporation, subject to the same right of appeal as that applicable in respect of a notice of intent to revoke the registration of a registered charity as set out in the federal Tax Act.

- (c) If the Minister terminates the status of a settlement corporation pursuant to 11.3.7(a) or (b), the taxation year of the settlement corporation that would otherwise have included the time of termination shall be deemed to end immediately before that time and the settlement corporation shall be deemed to have disposed of all its assets immediately before the time that is immediately before the time of termination for proceeds of disposition equal to the fair market value thereof at that time and to have reacquired such assets immediately after the time of termination at a cost equal to such fair market value and, for the purpose of 11.3.5, an amount equal to the amount by which such fair market value exceeds the aggregate of:
- (i) amounts that may reasonably be considered to have been otherwise included in computing the taxable income of the settlement corporation in a taxation year under 11.3.5, and
  - (ii) amounts that may reasonably be considered to be a portion of the total payments described in 11.2.1(a), (b) or (c) that were paid directly to the settlement corporation or to a designated Sahtu organization and that were contributed by such organization to the settlement corporation or are deemed to be so contributed by virtue of 11.3.10,
- shall be deemed to be an amount referred to in 11.3.5(a)(iii) for that taxation year.
- (d) For greater certainty and for the purposes of 11.3.7:
- (i) the distribution by a settlement corporation to participants of any amount that may reasonably be considered to be payments referred to 11.2.1(a), (b) or (c) shall not be considered a cause for the termination by the Minister of the status of a settlement corporation; and
  - (ii) subject to 11.3.7(d)(i), any failure of the settlement corporation to devote its resources in accordance with the requirements of 11.3.1(a) through (e) may be considered cause for the termination by the Minister of the status of the settlement corporation pursuant to 11.3.7(b).

#### Winding-Up

##### **11.3.8**

Where a settlement corporation commences to be wound-up or liquidated or commences proceedings to be granted articles of continuance or similar corporate constitutional documents in a jurisdiction outside Canada, the taxation year of the settlement corporation that otherwise would have included the time of such commencement shall be deemed to end immediately before that time and the amount distributed on the winding-up, liquidation or, in the case of continuance outside Canada, the fair market value of the total assets of the corporation, less the aggregate of:

- (a) the amount disbursed or expended in the course of the winding-up or liquidation on its permitted activities as described in schedule I to this chapter;
- (b) all amounts that may reasonably be considered to be amounts described in 11.2.1(a), (b) or (c) that were received by the settlement corporation and which are transferred to a designated Sahtu organization which complies with the requirements of 7.1.2 and 7.1.3 or to another settlement corporation; and



- (c) all other amounts transferred to another settlement corporation;

shall be deemed to be an amount that is referred to in 11.3.5(a)(iii) for that taxation year.

Taxation of Participants or Designated Sahtu Organizations

- 11.3.9 Subject to 11.3.11, there shall be no federal, territorial, or local government tax or other similar charge payable by a participant, a designated Sahtu organization or a corporation controlled, directly or indirectly in any manner whatever, by one or more participants or designated Sahtu organizations, on amounts disbursed or distributed to a participant, designated Sahtu organization or such corporation in accordance with schedule I to this chapter (except for paragraphs 10 and 12(d) of schedule I to this chapter), other than amounts disbursed or distributed to a participant, designated Sahtu organization or such corporation as consideration for value provided to the settlement corporation by that participant, designated Sahtu organization or corporation.
- 11.3.10 For the purposes of this chapter, where a particular property is disbursed or distributed by one settlement corporation (the "transferor" in 11.3.10) to one or more settlement corporations (the "transferee" in 11.3.10), the transferor and the transferee shall each file a copy of a joint designation with their tax returns for the year in which the transfer occurred designating an amount, if any, of the property so transferred, and any amount so designated shall, in applying the provisions of this chapter, including without limitation 11.3.10, be deemed thereafter to be a contribution described in 11.2.1(a) received by the transferee and not to be a contribution described in 11.2.1(a) or (b) received by the transferor, provided that the total of such amounts so designated shall not exceed the contributions described in 11.2.1(a) and (b) received by the transferor or deemed by virtue of 11.3.10 to be so received, at any time before the disbursement or distribution of the particular property.
- 11.3.11 (a) Where a settlement corporation has transferred or loaned property directly or indirectly or by means of a trust or by any other means whatever, to one or more settlement corporations or any other person or partnership, and one of the main purposes of the loan or transfer may reasonably be considered, but for this provision, to avoid the payment of a tax liability of the settlement corporation pursuant to this chapter:
- (i) the transferor and the transferee are jointly and severally liable to pay a part of the transferor's tax under this chapter for each taxation year equal to the amount of the tax in respect of any income from, or gain from the disposition of, the property so transferred or loaned, or property substituted therefor; and
  - (ii) the transferor and transferee are jointly and severally liable to pay under the federal Tax Act an amount equal to the lesser of
    - (A) the amount if any by which the fair market value of the property at the time it was transferred or loaned exceeds the fair market value at that time of the consideration given for the property, and
    - (B) the aggregate of all amounts each of which is an amount that the transferor is liable to pay under the federal Tax Act or this chapter in or in respect of the taxation year in which the property was transferred or loaned or in any preceding taxation year,



but nothing in 11.3.11 shall be deemed to limit the liability of the transferor under any other provision of the federal Tax Act or this chapter.

- (b) The Minister may at any time assess a transferee in respect of any amount payable by virtue of 11.3.11(a) and the provisions of part I of the federal Tax Act are applicable with such modifications as the circumstances require in respect of an assessment made under 11.3.11(a) as though it had been made under section 152 of the federal Tax Act.
- (c) Where a transferor and transferee have, by virtue of 11.3.11(a), become jointly and severally liable in respect of part or all of a liability of the transferor under this chapter, the following rules are applicable:
  - (i) a payment by the transferee on account of the transferee's liability shall to the extent thereof discharge the joint liability; but
  - (ii) a payment by the transferor on account of the transferor's liability only discharges the transferee's liability to the extent that the payment operates to reduce the transferor's liability to an amount less than the amount in respect of which the transferee was, by 11.3.11(a), made jointly and severally liable.
- (d) Notwithstanding 11.3.11(a) to (c), 11.3.11(a) to (c) are not applicable to a transfer or loan unless the Minister has, within two years of the end of the taxation year in which a particular transfer or loan was made, given written notice to the transferor and transferee that the Minister intends to apply 11.3.11(a) to (c) to the particular transfer or loan.

## 11.4 SETTLEMENT LANDS AND DEPRECIABLE PROPERTY

### Acquisition

- 11.4.1 The cost of acquisition to a participant or to a designated Sahtu organization of any real property acquired under this agreement, other than depreciable property, transferred to the participant or designated Sahtu organization by the Government of Canada pursuant to this agreement shall, for the purposes of the Tax Act, be deemed to be an amount equal to the fair market value thereof at the earlier of the time that title to such property is registered in the name of the participant or such organization and the time that any right or interest in such property is acquired by the participant or such organization.

### Disposition

- 11.4.2 Where any real property acquired under this agreement, other than depreciable property, is disposed of by a designated Sahtu organization (the "transferor" in 11.4.2):
  - (a) to a participant (the "transferee" in 11.4.2), and such real property has not previously been disposed of by a designated Sahtu organization to another participant; or
  - (b) to another designated Sahtu organization (also a "transferee" in 11.4.2) within 10 years of the transfer by the Government of Canada of such property pursuant to this agreement to the designated Sahtu organization;

the real property shall, for the purposes of the Tax Act, be deemed to have been disposed of by the transferor for proceeds of disposition equal to the greater of the amount that would otherwise be the proceeds of disposition and the adjusted cost base to the transferor of the real property at that time and to have been acquired by the transferee at a cost equal to the amount at which it was deemed to have been disposed of.

#### Depreciable Property

- 11.4.3 The rules of 11.4.2 shall apply to depreciable property with such modifications as are required.

#### Taxes on Transfer of Lands

- 11.4.4 (a) No federal, territorial or local government charge, levy or tax shall be payable in respect of the transfer to or receipt by the Sahtu Tribal Council of Sahtu lands at the date of settlement legislation.
- (b) No federal, territorial or local government charge, levy or tax shall be payable by the participants in respect of any subsequent transfer of settlement lands by the Sahtu Tribal Council to a designated Sahtu organization within five years from the date of settlement legislation.
- (c) Where a transfer is made to which 11.4.2(b) applies, no federal goods and services tax shall be payable in respect of such transfer.

### 11.5 REAL PROPERTY TAXATION OF SETTLEMENT LANDS

- 11.5.1 (a) Unimproved settlement lands shall be exempt from real property taxation. Improvements which are used primarily for non-commercial wildlife harvesting or other traditional purposes, including single-family residences, cabins, camps and tent frames, shall be exempt from real property taxation.
- (b) In (a), "non-commercial wildlife harvesting" means wildlife harvesting which does not require authorization from the Renewable Resources Board pursuant to 13.7.1(a).
- 11.5.2 Subject to 11.5.1(a), settlement lands are subject to real property taxation under applicable legislation.
- 11.5.3 Notwithstanding 11.5.1(a), settlement lands that are leased or occupied by a person who is not a participant are subject to real property taxation under applicable legislation.
- 11.5.4 Should a participant or other person who occupies settlement lands fail to pay real property taxes levied against such participant or other person in respect of such lands and such taxes are in arrears for a period of one year or more, the designated Sahtu organization which holds title to the lands shall be liable to pay, upon notice from the applicable government, such taxes within a reasonable period of time as may be determined by such government from time to time.

## 11.6 ADMINISTRATION AND ENFORCEMENT

- 11.6.1 The Minister shall be responsible for the administration and enforcement of the provisions of this agreement that relate to income taxation, goods and services taxation and regulation of qualified investments and to that end may seek the advice of the Minister of Indian Affairs and Northern Development with respect to any matter arising out of these provisions.
- 11.6.2 Every settlement corporation shall produce every year a report in a form acceptable to the Minister from a public accountant who has audited the settlement corporation providing the Minister with the information required to administer the provisions of this chapter.
- 11.6.3 Any tax or other amounts payable by a settlement corporation as provided in this chapter shall be considered to be tax or an amount payable under the Tax Act and, for greater certainty, the penalty, interest and administrative provisions of the Tax Act shall apply, with such modifications as are required, to any such tax or other amount.

## 11.7 IMPLEMENTATION AND INTERPRETATION

- 11.7.1 The Tax Act may be amended to provide for the implementation of this chapter.
- 11.7.2 Unless otherwise provided in this agreement and except to the extent that the context otherwise requires, words and phrases used in this chapter shall be deemed to have the meaning they have for the purposes of the federal Tax Act.
- 11.7.3 To the extent not inconsistent with this chapter, the Tax Act shall apply to the provisions of this chapter with such modifications as the circumstances require.
- 11.7.4 A settlement corporation shall be deemed for purposes of the Tax Act not to be a "specified financial institution".

**PERMITTED ACTIVITIES OF SETTLEMENT CORPORATIONS**

**Definitions:**

In this schedule,

"low-income participant" means a participant whose total family income is less than 75 percent of the Northwest Territories average annual family income as set out in the last available census data published by Statistics Canada on economic families; and

"Sahtu heritage resources" means heritage resources which relate to the history and culture of the participants.

The following are permitted activities of settlement corporations. Subject to 11.3.2, it is not necessary for any or all of the permitted activities to be carried out by a settlement corporation.

1. **EDUCATION AND TRAINING**

Funding or providing:

- (a) courses for non-native and native teachers and other instructors to enable them to conduct courses in native culture, language and similar areas;
- (b) training for native elders to enable them to participate in the delivery of native culture and language instructional programs;
- (c) native studies, culture and language programs for participants and research relating thereto;
- (d) scholarships for participants to enable them to attend educational institutions within and outside the Northwest Territories;
- (e) vocational training and similar programs for participants within and outside the Northwest Territories;
- (f) native language and cultural teaching research programs; and
- (g) training for persons employed in connection with native justice programs and research related thereto.

2. **SUPPLEMENTAL PROGRAM FUNDING**

Supplementing existing programs relating to child care, adoption, alcohol and drug abuse, hospital construction or upgrading, medical, dental and mental health care and similar programs and initiating, funding and administering new programs in those areas.



3. GRANTS OR LOANS TO LOW-INCOME PARTICIPANTS

Funding or providing grants or low interest or forgivable loans or mortgages to low-income participants for the following purposes:

- (a) to enable them to acquire or make down payments on freehold or leasehold interests in residential property in Canada for their personal use;
- (b) funds for the renovation or repair of residential properties owned or leased by low-income participants in Canada for their personal use; and
- (c) financial assistance to low-income participants to enable them to pay municipal or other local taxes.

4. HOUSING

Funding or providing for the construction, operation and administration of housing or subsidized, cooperative or communal housing for low-income participants in Canada.

5. PUBLIC SERVICES

Funding or administering public services and works for the general benefit of participants including, without limitation, transportation and utility services.

6. HERITAGE RESOURCES

Funding or providing:

- (a) programs and activities relating to the study, protection and preservation of Sahtu heritage resources;
- (b) facilities for the preservation and display of Sahtu heritage resources; and
- (c) publications and audio-visual materials related to Sahtu heritage resources and cultural history.

7. ECONOMIC DEVELOPMENT

Providing loans, guarantees or minority capital investment to participants or to a taxable entity, other than a corporation which is controlled by one or more settlement corporations, engaged in an economic activity or promotion of economic development within the Northwest Territories provided that:

- (a) the participant or entity is unable to borrow at normal commercial rates from ordinary commercial lenders without guarantees provided by the settlement corporation;
- (b) the settlement corporation may not acquire a controlling equity interest in an entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within two years of its acquisition; and

- (c) in the case of any such loan, the settlement corporation does not contract to receive a rate of return on any such loan that is greater than the prescribed rate for overpayments of income tax in effect at the time the loan was made, and such loans shall be provided only to such eligible participants and entities who are engaged in an economic activity, or promotion of economic development, conducted for the benefit of participants carried on within the Northwest Territories.

## 8. HARVESTING AND CULTURAL ACTIVITIES

Providing loans or minority capital investment to participants or entities for harvesting and cultural activities including manufacture of handicrafts, arts and crafts, hunting, fishing and trapping and like pursuits provided that:

- (a) the participant or entity is unable to borrow at normal commercial rates from ordinary commercial lenders without guarantees provided by the settlement corporation;
- (b) the settlement corporation may not acquire a controlling equity interest in an entity except by way of realization of its security in which case its controlling interest in the entity shall be disposed of within two years of its acquisition; and
- (c) in the case of any such loan, the settlement corporation does not contract to receive a rate of return on any such loan that is greater than the normal commercial rate of return for similar loans, or is less than the prime rate of interest charged by chartered banks in the settlement area and such loans shall be provided only to such eligible participants and entities who are engaged in a harvesting or cultural activity for the benefit of participants carried on within the Northwest Territories.

## 9. RECREATIONAL LANDS

Funding and administering parks and other recreational facilities for Sahtu communities such as skating rinks, arenas, libraries, assembly halls and similar facilities.

## 10. ELDERS' ASSISTANCE

Providing funding to confer benefits on participants who are at least 60 years of age, provided such participants reach 60 years of age within five years of the date of settlement legislation and provided such benefits do not exceed an amount per individual, expressed in dollars, equal to the product of 3,541 and the quotient obtained when the latest available monthly value of the Consumer Price Index ("CPI") at the time the distribution is made is divided by the CPI in respect of April 1993.

## 11. CAPITAL DISTRIBUTION

Distributing to participants, within the first 15 years from the date of settlement legislation, capital up to a maximum cumulative amount per participant, expressed in dollars, equal to the product of 3,541 and the quotient obtained when the latest available monthly value of the Consumer Price Index ("CPI") at the time the distribution is made is divided by the CPI in respect of April 1993.

12.

OTHER PERMITTED COSTS AND DISBURSEMENTS BY A SETTLEMENT CORPORATION

- (a) Settlement and implementation costs relating to the agreement.
- (b) Administrative costs incurred by the settlement corporation in respect of the general administration and management of its activities and investments including, without limitation, administrative salaries, wages and related benefits, legal and accounting fees and costs incurred in acquiring, leasing and maintaining premises, provided that such administrative costs shall not exceed 10 percent of the assets of the settlement corporation annually for the first five years after settlement legislation and three percent per year thereafter.
- (c) Transfers to other settlement corporations or to registered charities.
- (d) Transfers to low-income participants.
- (e) Payment of any taxes that are payable by a settlement corporation under any Tax Act or pursuant to this agreement.

Qualified investments for a trust governed by a Registered Retirement Savings Plan as defined in paragraph 146(1)(g) of the federal Tax Act.



## 12 ECONOMIC MEASURES

### 12.1 PROGRAMS FOR ECONOMIC DEVELOPMENT

12.1.1 Government economic development programs in the settlement area shall take into account the following objectives:

- (a) that the traditional economy of the participants should be maintained and strengthened; and
- (b) that the participants should be economically self-sufficient.

12.1.2 To achieve the objectives in 12.1.1, government shall take such measures as it considers reasonable, in light of its fiscal responsibility and economic objectives, including:

- (a) support of the participants' traditional economy and of individual harvesters and promotion of the marketing of renewable resource products and native manufactured goods;
- (b) assistance in the development of commercially viable businesses and enterprises of the participants, and when necessary, identification of possible sources of financial assistance;
- (c) provision of business and economic training and educational assistance to participants so that they may be able to participate more effectively in the northern economy; and
- (d) encouragement of the employment of participants in the settlement area, including employment in major projects and developments, in the public service and public agencies. Accordingly, government shall prepare plans for the training and employment of participants, including the development of measures to recognize the special need of participants for pre-employment training in basic skills. Government shall review job qualifications and recruitment procedures to remove inappropriate requirements in respect of cultural factors, experience, or education.

12.1.3 Where government proposes economic development programs related to the objectives in 12.1.1, government shall consult with the Sahtu Tribal Council.

12.1.4 Government shall meet with the Sahtu Tribal Council not less than once every three years to review the effectiveness of programs relating to the objectives in 12.1.1 and the measures in 12.1.2.

## **12.2 GOVERNMENT EMPLOYMENT AND CONTRACTS**

**12.2.1** Where government carries out public activities in the settlement area which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities:

- (a) the Government of Canada contracting procedures and approaches intended to maximize local and regional employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems, or
- (b) the Government of the Northwest Territories preferential contracting policies, procedures and approaches intended to maximize local, regional and northern employment and business opportunities

shall be followed respectively by Canada or the Government of the Northwest Territories.

**12.2.2** The Government of the Northwest Territories shall consult with the Sahtu Tribal Council when developing modifications to its preferential contracting policies, procedures and approaches.

**12.2.3** When the Government of the Northwest Territories intends to carry out activities on settlement lands which give rise to employment or other economic opportunities, and when the Government of the Northwest Territories elects to enter into contracts with respect to those activities without going to public tender, participants shall be given the first opportunity to negotiate such contracts, provided they satisfy all criteria including any qualifications particular to the contract, and price.

## **12.3 GENERAL**

**12.3.1** The provisions of this chapter are intended to be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.

## 13 WILDLIFE HARVESTING AND MANAGEMENT

### 13.1 OBJECTIVES

#### 13.1.1 This chapter has the following objectives:

- (a) to protect for the future the right of participants to gather, hunt, trap and fish throughout the settlement area at all seasons of the year;
- (b) to conserve and protect wildlife and wildlife habitat and to apply conservation principles and practices through planning and management;
- (c) to provide participants with certain exclusive, preferential and other harvesting rights and economic opportunities related to wildlife;
- (d) to respect the harvesting and wildlife management customs and practices of the participants and provide for their ongoing needs for wildlife;
- (e) to involve participants in a direct and meaningful manner in the planning and management of wildlife and wildlife habitat;
- (f) to integrate planning and management of wildlife and wildlife habitat with the planning and management of all types of land and water use in order to protect wildlife and wildlife habitat;
- (g) to ensure that traditional harvesting by other aboriginal peoples who have harvested in the settlement area can be accommodated in this agreement; and
- (h) to deal fairly and equitably with persons who hunt, trap, fish or conduct commercial wildlife activities in the settlement area and who are not participants.

### 13.2 DEFINITIONS

#### 13.2.1 In this chapter,

"Board" means the Renewable Resources Board; and

"edible products of wildlife" includes those parts of wildlife traditionally consumed for food by aboriginal people.

### 13.3 GENERAL

#### 13.3.1 Government shall retain the ultimate jurisdiction for the management of wildlife and wildlife habitat. Government shall continue to have the jurisdiction to initiate programs and to enact legislation with respect to the settlement area which are not inconsistent with this agreement.

#### 13.3.2 The exercise of the rights of participants under this chapter is subject to the limitations provided in this agreement and to legislation in respect of conservation, public health or public safety.

#### 13.3.3 Nothing in this agreement is intended to confer rights of ownership in any wildlife.

- 13.3.4 Nothing in this agreement shall be construed as granting a participant any right to buy, sell or offer for sale any migratory game bird, or parts thereof, or migratory game bird's egg not authorized for sale by law.
- 13.3.5 The right to harvest wildlife pursuant to this chapter does not extend to migratory non-game birds and migratory insectivorous birds as defined in the *Migratory Birds Convention Act*, R.S. 1985, c. M-7.
- 13.4 HARVESTING
- 13.4.1 Participants have the right to harvest all species of wildlife within the settlement area at all seasons of the year subject to limitations which may be prescribed in accordance with this agreement.
- 13.4.2 The right described in 13.4.1 does not preclude persons who are not participants from harvesting in accordance with legislation.
- 13.4.3
- (a) Subject to the provisions of this agreement, participants have the exclusive right to harvest wildlife on Sahtu lands.
  - (b) No person who is not a participant may harvest wildlife, other than fish or migratory game birds as may be provided pursuant to this agreement, on or in waters overlying Sahtu lands.
- 13.4.4
- (a) Participants may use the special harvesting areas identified in schedules V, VI and VII, appendix E, to harvest fish or other species of wildlife specified for those special harvesting areas. The disposition of wildlife harvested from such areas is subject to 13.4.16.
  - (b) Persons who are not participants may not have access to such areas in (a) for the purpose of harvesting wildlife where such harvesting would be inconsistent with the special harvesting by participants.
  - (c) Persons who are not participants may, pursuant to legislation, harvest moose in the special harvesting areas designated for the harvesting of moose during a season in the fall of the year. The season in such area shall be no longer than 90 days in duration and shall close no later than the 16th day of December in any calendar year. Such special harvesting areas are set out in schedule VII, appendix E.
  - (d) The Board may change or remove any such special harvesting areas and the conditions attached thereto, with the consent of the affected Renewable Resources Council.
- 13.4.5
- (a) Participants have the exclusive right to harvest fur bearers throughout the settlement area.
  - (b) Notwithstanding (a), persons who are not participants may hunt, but not trap, wolves and coyotes on lands other than Sahtu lands throughout the settlement area in accordance with legislation.



- 13.4.6 A Renewable Resources Council may permit any person, within the limits prescribed by laws affecting wildlife harvesting and management and by this agreement, to harvest wildlife from the lands referred to in 13.4.3, to harvest wildlife to which participants have been granted special harvesting rights in 13.4.4, and to harvest fur bearers to which participants have the exclusive right, upon terms and conditions respecting species, location, methods, quantities, seasons and duration of harvest as may be set by the Renewable Resources Council. In the case of 13.4.4, such permission may only be granted for the period of the participants' exclusive use and in respect of the species for which the special harvesting area was established. Where the Renewable Resources Council has received a request for permission to harvest pursuant to this provision, it shall render a decision within 60 days of the request and duly communicate such decision to the applicant.
- 13.4.7 Where a Renewable Resources Council has granted or refused permission to a person who is not a participant to harvest fur bearers on lands in the settlement area which are not Sahtu lands and on which fur bearers are not being harvested, such person may apply in writing to the Board for a review of such refusal or of the terms and conditions attached to any permission. The Board shall consider such application within 60 days of receipt and may set aside the decision of the Renewable Resources Council and may substitute its own decision together with terms and conditions, if the Board determines that it is reasonable, in all the circumstances, to do so. The decision of the Board shall not be subject to review by the Minister.
- 13.4.8 Where, in accordance with this chapter, a Renewable Resources Council permits persons who are not participants to harvest wildlife, harvesting by those persons shall be in accordance with legislation and such conditions as may be set by the Renewable Resources Council. Where such permission is granted to persons who are not participants, the resulting harvest shall not be included in the Sahtu Needs Level established pursuant to 13.5.
- 13.4.9 The participants shall not charge a fee or receive a benefit for the act of granting a person who is not a participant permission to harvest wildlife. The participants may charge a fee or obtain a benefit:
- (a) for granting access to Sahtu lands to a person who is not a participant for harvesting; or
  - (b) for services and facilities provided to a person who is not a participant in connection with harvesting wildlife.
- 13.4.10
- (a) Participants have the right of access to all lands within the settlement area for the purpose of harvesting wildlife, subject to 13.4.10(b), 13.4.12, 13.4.13, 16.1.2 and 27.2.1.
  - (b) The exercise of the right of access provided by (a) to lands owned in fee simple or subject to an agreement for sale or a surface lease, is subject to the following conditions:
    - (i) that there be no significant damage to the lands, and the user shall be responsible for any such damage;
    - (ii) there be no mischief committed on the lands;
    - (iii) there be no significant interference with the occupier's use of, and peaceable enjoyment of, the lands; and

- (iv) unless otherwise provided for in an agreement with the owner or occupier, participants using this right of access do so at their own risk and have no right of action against the owner or occupier for loss suffered or damage arising therefrom.

- 13.4.11**
- (a) The right of access granted to participants by 13.4.10 includes the right to travel and establish and maintain hunting, trapping and fishing camps.
  - (b) In (a), "camp" means a facility established for the personal use of participants for the purpose of wildlife harvesting.
  - (c) The participants' right of access described in 13.4.10 includes the use of plants and trees for purposes ancillary to wildlife harvesting.

- 13.4.12** The right of access granted by 13.4.10 shall not extend to:

- (a) lands dedicated to military or national security purposes pursuant to legislation or areas temporarily being used for military exercises for the period of such temporary use, after notice of such dedication or use has been given to the designated Sahtu organization in the affected Sahtu community or communities;
- (b) lands which, at the date of settlement legislation, are owned in fee simple or are subject to an agreement for sale or to a surface lease;
- (c) lands within municipal boundaries which, after the date of settlement legislation, are granted in fee simple, made subject to an agreement for sale or to a surface lease;
- (d) lands outside municipal boundaries of 130 hectares or less in surface area which, after the date of settlement legislation are granted in fee simple, or made subject to an agreement for sale or to a surface lease; and
- (e) lands the right of access to which is restricted in accordance with 13.4.13.

- 13.4.13**
- (a) It is recognized that some uses of land, which may be authorized in the future, may conflict with harvesting activities and thus be incompatible with the exercise of participants' harvesting rights.
  - (b) If government or a holder of an interest in land (hereinafter "the proponent") proposes that the right of access granted in 13.4.10 should be restricted because a proposed use of land would conflict with harvesting, the proponent, after consultation with the Sahtu Tribal Council with respect to the proposal, shall give notice to any other holder of an interest in the land and to any Renewable Resources Council for the area in which the land is situated specifying the nature, extent, duration and conditions as well as a proposal for public notice of the proposed restriction.
  - (c) Any Renewable Resources Council or holder of an interest in the land to which the notice has been sent may, within 60 days of receipt of the notice, or such other period as the Board may establish, refer the proposal to arbitration pursuant to chapter 6, which shall determine:
    - (i) whether the proposed use conflicts with harvesting, and if so,

- (ii) the nature, extent, duration and conditions of the restriction on access for harvesting, including the establishment and maintenance of hunting, trapping and fishing camps, required to allow the proposed use.
- (d) The arbitrator shall ensure that a restriction shall only apply for as long as the land is in actual use and only to the extent necessary to permit the proposed use without conflict.
- (e) Where no reference to arbitration is made pursuant to (c), the proposed restriction shall come into effect, according to the terms specified in the notice described in (b), unless otherwise agreed to by the parties.
- (f) The provisions of 13.4.13 do not apply to Sahtu lands.

**13.4.14** Participants have the right to employ any methods of harvesting and to possess and use any equipment for the purpose of harvesting. In addition to being subject to legislation referred to in 13.3.2, this right is also subject to legislation respecting the humane harvesting of wildlife. Government agrees that no legislation respecting the humane harvesting of wildlife will be introduced without prior consultation with the Sahtu Tribal Council.

**13.4.15** The exercise of the rights of the participants in 13.4.10, 13.4.14 and 16.1.2 is subject to legislation for the protection of the environment from significant damage.

**13.4.16** (a) Participants have the right to trade among themselves and with other aboriginal persons, for personal consumption, edible products of wildlife harvested by the participants.

(b) In (a), "aboriginal persons" means aboriginal persons

(i) who reside in and who are eligible to harvest wildlife in the Northwest Territories; or

(ii) who are members of a Yukon First Nation and who reside in the Yukon.

(c) Nothing in 13.4.16 is intended to confer any rights on any persons other than participants.

(d) The right provided in (a) is intended to maintain traditional sharing among individuals and communities and is not to be exercised in a manner that would be considered by the Board to be commercial. The Board may propose regulations in respect of such trade but only to ensure that it is not done in a manner that it considers commercial. Notwithstanding 13.8.25, the Minister may review any such proposed regulation only for purposes of conservation, public safety or public health.

**13.4.17** Participants have the right to trade with any person any non-edible products of wildlife that are obtained from the harvesting of fur bearers or incidentally from the harvesting of wildlife for personal use.

**13.4.18** The right of the participants to harvest wildlife includes the right to possess and transport wildlife parts and products in the Northwest Territories, in other areas where provided for in this agreement, and between the Northwest Territories and such other areas.



- 13.4.19 (a) Where required by the Board, participants shall show proof of enrolment as provided by the Enrolment Board pursuant to 4.4.2(j).
- (b) The Board may require participants to obtain permits or licences for the purpose of regulating harvesting, but participants shall not be required to pay any fee or tax for any non-commercial permit or licence.
- 13.4.20 Nothing in this agreement prevents any person from killing wildlife in the settlement area for survival in an emergency.
- 13.5 LIMITATION OF THE HARVEST
- 13.5.1 The Board may limit the quantity of the harvest by participants in accordance with the procedure set out in 13.5.
- 13.5.2 The Board may, in accordance with this chapter, establish, modify or remove total allowable harvest levels from time to time in the settlement area but shall establish or modify such levels only if required for conservation and to the extent necessary to achieve conservation. Unless a total allowable harvest is established, the quantity of the harvest by participants may not be limited.
- 13.5.3 Where a total allowable harvest has been established, the Board shall allocate for the participants a portion or all of the total allowable harvest, hereinafter called the "Sahtu Needs Level". When the Sahtu Needs Level equals or is less than the total allowable harvest it shall constitute a first demand on the total allowable harvest. When the Sahtu Needs Level is greater than the total allowable harvest, the participants shall be allocated not more than the total allowable harvest.
- 13.5.4 The Board may establish the total allowable harvest and a Sahtu Needs Level for a particular wildlife species or population applicable to the settlement area as a whole, or to particular areas or communities. The Board may adjust such Sahtu Needs Level from time to time.
- 13.5.5 When establishing and adjusting a Sahtu Needs Level, the Board shall consult with Renewable Resources Councils and shall consider all relevant factors including in particular:
- (a) the usage patterns and levels of past harvests by participants;
- (b) personal consumption needs of participants, including their nutritional, clothing and cultural needs and fish for their dogs;
- (c) trade among participants to meet their needs described in (b); and
- (d) the availability of various wildlife species and populations to meet these needs.
- 13.5.6 A Settlement Area Harvest Study shall be conducted in order to provide necessary information for the Board and government to effectively manage wildlife. The terms of reference for the harvest study are set out in schedule I to this chapter.
- 13.5.7 Except when the total allowable harvest is less than the Sahtu Minimum Needs Level established pursuant to 13.5.8 or 13.5.9, the Sahtu Needs Level may be established above or at, but shall never be established below, the Sahtu Minimum Needs Level.



- 13.5.8 When the study described in 13.5.6 has been completed, the Sahtu Minimum Needs Level for a species or population of wildlife shall be equal to one half of the sum of the average annual harvest by participants over the first five years of the study and the greatest amount taken in any one of those five years, which calculation is expressed mathematically as:

$$\left[ \frac{h_1 + h_2 + h_3 + h_4 + h_5}{5} + h_{\max} \right] \times 1/2$$

$h_1$  = harvest in year 1  
 $h_2$  = harvest in year 2  
 $h_3$  = harvest in year 3  
 $h_4$  = harvest in year 4  
 $h_5$  = harvest in year 5  
 $h_{\max}$  = greatest amount taken in years 1-5

- 13.5.9 (a) Until the study described in 13.5.6 is completed, and when a total allowable harvest is established, the Board shall set the Sahtu Minimum Needs Level in accordance with the calculation in 13.5.8, using the best information available to estimate the annual harvest levels for the five years prior to establishment of the total allowable harvest. The Board may review and adjust such Minimum Needs Level as the study data become available.
- (b) Notwithstanding 13.5.7, if the Sahtu Tribal Council or the appropriate Renewable Resources Council advises the Board that the Sahtu Needs Level for a particular species, population, area or community will not be required in a particular harvesting period, the Board may allocate such unrequired portion, or a part thereof, pursuant to 13.5.15.
- 13.5.10 The provisions of 13.5.11 to 13.5.14 shall apply to the species named therein, notwithstanding 13.5.1 to 13.5.9.

Muskox

- 13.5.11 In the case of muskox, the Board, after consultation with the affected Renewable Resources Council with respect to location, methods, quantities, seasons and like matters, shall allocate a portion of any total allowable harvest in excess of the Sahtu Needs Level for persons who are not participants.

Moose and Barren-ground Caribou

- 13.5.12 In the case of moose and barren-ground caribou, the Board, after consultation with the affected Renewable Resources Councils with respect to location, methods, quantities, seasons and like matters, shall allocate a portion of any total allowable harvest in excess of the Sahtu Needs Level for persons who are not participants.

Sheep

- 13.5.13
- (a) Although the annual harvest is highly variable, sheep in the Mackenzie Mountains are an important food species for certain Sahtu communities. The Board shall allocate a portion of any total allowable harvest of such sheep in excess of the Sahtu Minimum Needs Level for persons who are not participants.
  - (b) In (a), "Mackenzie Mountains" means that portion of Unit E, as described in the Government of the Northwest Territories Wildlife Management Unit Regulations (R-057-83), which is in the settlement area.

Migratory Game Birds

- 13.5.14
- (a) The Board may, in accordance with the provisions of this agreement, establish the total allowable harvest of migratory game birds in the settlement area:
    - (i) recognizing the national and international responsibilities of the Minister, the Board shall ensure that the total allowable harvest figures are received by the Minister on a date, to be specified by the Minister, that will allow consideration of such total allowable harvest for the settlement area when regulations for other users who harvest the same migratory game bird species outside the settlement area are being established. If such figures are not received by the Minister by the specified date, the Minister may establish the total allowable harvest for the settlement area and advise the Board accordingly;
    - (ii) the total allowable harvest for a migratory game bird species or population for the settlement area shall always be set at a percentage at least equal to the percentage that the settlement area harvest, as determined in (b)(i), bears to the total harvest of such migratory game bird species or population throughout Canada during the same period; and
    - (iii) the total harvest figures for Canada of each migratory game bird species or population harvested in the settlement area shall be provided to the Board by the Minister as required to enable the Board to establish the total allowable harvest for the settlement area.
  - (b) The Board shall establish the Sahtu Minimum Needs Level for migratory game birds in the following manner:
    - (i) the total annual harvest for a migratory game bird species or population in the settlement area and the harvest by participants and by persons who are not participants shall be determined for five consecutive years and the average annual harvest by participants and by persons who are not participants will be calculated;
    - (ii) the percentage of the participants average annual harvest of the total average annual harvest for migratory game bird species or populations in the settlement area shall be determined for such migratory game bird species or populations; and

- (iii) the total allowable harvest in any one year for such species or population, multiplied by the percentage determined in (b)(ii), shall constitute the Sahtu Minimum Needs Level for that year.
- (c) The Board shall establish a Sahtu Needs Level for migratory game birds in accordance with the provisions of this agreement and shall consult with the Sahtu Tribal Council with respect to allocating such Sahtu Needs Level among Sahtu communities.

Allocation

**13.5.15**

In allocating any total allowable harvest in excess of the Sahtu Needs Level, the Board shall consider all relevant factors, including the following factors (which are not intended to be in order of priority):

- (a) requirements of long-term residents of the Mackenzie Valley who are not participants who rely on wildlife from the settlement area for food for themselves, their families and their dogs;
- (b) personal consumption needs of other aboriginal peoples who have harvesting rights in the settlement area;
- (c) demand for hunting and sport fishing by:
  - (i) residents of the Northwest Territories who are not participants; and
  - (ii) other persons who are not participants;
- (d) commercial demand inside and outside the settlement area; and
- (e) demand by lodges and outfitters.

**13.6**

**MANAGEMENT OF MIGRATORY SPECIES**

**13.6.1**

Government undertakes that plans for wildlife management and habitat management will be designed to maintain or enhance the productivity of populations of migratory species within the Northwest Territories and Yukon Territory in an integrated fashion.

**13.6.2**

Government shall work with the Board, other wildlife management bodies and users to establish wildlife management agreements with respect to migratory species. Where an agreement has not been concluded for the management of a migratory species, government may exercise its powers of management including stipulating the terms of a management plan which shall be binding on all persons.

**13.6.3**

Government shall work with the users of the Bluenose caribou herd for the purpose of establishing an agreement for the management of the herd.

**13.6.4**

Any management agreements established with respect to the Bluenose or Bathurst caribou herds shall apply to the herds named therein, notwithstanding any provisions of this agreement which may be inconsistent with such agreements.

- 13.6.5 In respect of migratory species which cross international boundaries, Canada shall endeavour to include the countries concerned in cooperative conservation and management agreements and arrangements. Canada shall endeavour to have provisions in such agreements respecting joint research objectives and related matters respecting the control of access to populations.
- 13.6.6 Government shall provide the Sahtu Tribal Council with the opportunity to be represented in any Canadian management regimes in respect of migratory species which are established pursuant to international or domestic agreements and which affect migratory species in the settlement area.
- 13.6.7 Canada shall consult the Board in developing Canadian positions for international consultations and negotiations relevant to migratory game bird management in the settlement area.

### 13.7 COMMERCIAL OPPORTUNITIES RELATED TO WILDLIFE

#### Commercial Harvesting

- 13.7.1 (a) The Board shall determine whether commercial harvesting is to be permitted in a particular area for a particular species or population and may prescribe terms and conditions for such harvesting. The terms and conditions may include general licence terms in respect of employment, training and business opportunities for participants, non-interference with harvesting by the participants, and like matters.
- (b) Where there has not been commercial harvesting described in (a) at any time during the previous three years, the Board shall require the consent of the affected Renewable Resources Council before permitting such commercial harvesting. A Renewable Resources Council shall render a decision within such reasonable time as is specified by the Board.
- (c) On application by an interested party, or on its own motion, the Board may review the decision of a Renewable Resources Council under (b) not to consent to such commercial harvesting and may permit such harvesting if the Board determines that it is reasonable, in all the circumstances, to do so.
- 13.7.2 The Sahtu Tribal Council shall have the right of first refusal, in accordance with the provisions of 13.7.5, to any new licence for the commercial harvesting of wildlife. The provisions of 13.7.2 do not apply to commercial fishing licences.

#### Commercial Harvesting of Fish

- 13.7.3 (a) In 13.7.3,
- (i) a licence shall be deemed to be valid at the date of settlement legislation if the licence was valid for the April 1 to March 31 period in which the date of settlement legislation occurs; and
- (ii) "fishery" means the commercial harvesting of a specific fish species in a specific location as set out in legislation.



- (b) Government may not issue a licence for a fishery in waters overlying Sahtu lands to a person who is not a participant except in the case of a person who:
  - (i) held a licence which was valid at the date of settlement legislation for a fishery in waters overlying Sahtu lands; and
  - (ii) applies to renew and is issued such licence within the April 1 to March 31 period in which the date of settlement legislation occurs and in every April 1 to March 31 period thereafter.
- (c) Government may only issue a licence for a fishery in the waters of the special harvesting areas listed in schedule V, appendix E, to a person who:
  - (i) held a licence which was valid at the date of settlement legislation for a fishery in the waters listed in schedule V, appendix E; and
  - (ii) applies to renew and is issued such licence within the April 1 to March 31 period in which the date of settlement legislation occurs and in every April 1 to March 31 period thereafter.
- (d) In the case of the commercial harvesting of fish in waters other than waters in (b):
  - (i) government shall offer to participants for every licensing period after the date of settlement legislation and for each fishery a number of licences equal to the larger of
    - (A) the number of licences held by participants at the date of settlement legislation who met any minimum production requirements, and if there are no production requirements, who actually fished pursuant to a licence during the fishing season immediately preceding the date of settlement legislation, and
    - (B) the number of licences held by participants at the date of settlement legislation who met any minimum production requirements, and if there are no production requirements, who actually fished pursuant to a licence during the fishing season two seasons immediately preceding the date of settlement legislation;
  - (ii) government shall first offer the licences described in (i) to participants who, in the fishery for which the licence is offered, met any minimum production requirements, and if there are no production requirements, who actually fished pursuant to a licence, in both or either of the two immediately preceding fishing seasons; and second, to the Sahtu Tribal Council;
  - (iii) subject to (iv), the Sahtu Tribal Council shall have the right of first refusal, for each fishery, to one half of any licences which are new, not renewed or not re-issued to the previous holder;
  - (iv) the right provided in (iii) shall not apply for any fishing season for any fishery in respect of which participants and the Sahtu Tribal Council together have been offered or issued at least 50 percent of the licences for that fishing season for that fishery; and

- (v) after the participants have been offered or have taken up licences pursuant to (i) or (iii), participants shall be treated on the same basis as other licence applicants in respect of a particular fishery.

Commercial Naturalist Activities and Commercial Guiding and Outfitting Activities in Respect of Hunting and Sport Fishing

- 13.7.4 The provisions of 13.7.1 apply, with such modifications as the circumstances require, to commercial naturalist activities and to commercial guiding and outfitting activities in respect of hunting and sport fishing.
- 13.7.5
  - (a) The Sahtu Tribal Council shall have the right of first refusal to a new licence for an activity described in 13.7.4 in the settlement area, provided that the Board provides that a portion of such licences for guiding and outfitting for barren-ground caribou be reserved for residents who are not participants.
  - (b) Where a person who is not a participant has applied for a licence as described in (a), other than a licence reserved for such resident, the Sahtu Tribal Council shall be duly notified of such application and shall have such reasonable time as is specified by the licensing authority to prepare and submit an application for the licence. The Sahtu Tribal Council shall be awarded the licence except where:
    - (i) the Sahtu Tribal Council fails to submit an application in the form and manner required for such applications by legislation and by the licensing authority and within the time specified in (b); or
    - (ii) the licensing authority determines that the application of the Sahtu Tribal Council would not provide a comparable degree of long-term economic benefit to the community compared to the person's application.
- 13.7.6
  - (a) In the event that the holder of a licence in respect of any of the activities described in 13.7.4 intends to relinquish the licence and/or sell or transfer the enterprise, or any part thereof, the Sahtu Tribal Council shall have the right of first refusal to take up such licence and/or the first opportunity to purchase the said enterprise or the part thereof at fair market value, provided that the following shall not be considered as sales or transfers under 13.7.6:
    - (i) sales or transfers to persons holding rights or options to purchase as at the date of this agreement;
    - (ii) sales or transfers to persons who are members of the holder's immediate family, and who are themselves eligible to hold a licence; or
    - (iii) incorporations or reorganizations which do not affect the effective ownership of the enterprise, or amount to an effective sale or transfer of all or a part thereof.
  - (b) Procedures for the exercise of the right of first refusal in (a) are set out in schedule II to this chapter.

Commercial Propagation, Cultivation and Husbandry Activities

- 13.7.7
- (a) Where, in the opinion of the Board, a proposed commercial activity for the propagation, cultivation or husbandry of a species of wildlife indigenous to the settlement area could adversely affect harvesting by the participants by reason of the area in which it is proposed to be carried on, or otherwise, the Board shall require the consent of the Renewable Resources Council for the area.
  - (b) Where, in the opinion of the Board, a proposed commercial activity for the propagation, cultivation or husbandry of a species of wildlife which is not indigenous to the settlement area could adversely affect harvesting by the participants by reason of the area in which it is proposed to be carried on, the Board shall require the consent of the Renewable Resources Council for the area.
  - (c) On application by an interested party, or on its own motion, the Board may review a decision of a Renewable Resources Council under (a) and (b), and may permit the proposed commercial activity if the Board determines that it is reasonable, in all the circumstances, to do so.
  - (d) The Board shall advise the appropriate licensing authority of its decision pursuant to 13.7.7.

- 13.7.8 The Sahtu Tribal Council shall have a right of first refusal in accordance with the provisions set out in 13.7.5 to any new licence in respect of commercial activities described in 13.7.7(a).

Muskox

- 13.7.9 The Sahtu Tribal Council shall have the exclusive right to be licensed to commercially harvest free-roaming muskox and the exclusive right to be licensed to provide guiding services and harvesting opportunities with respect to this species.

General Conditions

- 13.7.10 Participants shall have the exclusive right to be licensed to conduct commercial wildlife activities on Sahtu lands, and to permit others to do so, subject to rights existing at the date of settlement legislation.
- 13.7.11 Government shall, upon request and at reasonable rent, permit the use of or lease such lands to participants as in the opinion of government are reasonably necessary to carry out the licensed activities described in this chapter.
- 13.7.12 The commercial wildlife activities referred to in 13.7 shall be conducted in accordance with legislation affecting such activities. A licence fee may be required to engage in such activities.



13.8 RENEWABLE RESOURCES BOARD

- 13.8.1 (a) A Renewable Resources Board shall be established to be the main instrument of wildlife management in the settlement area. The Board shall act in the public interest.
- (b) The Board shall be established by virtue of settlement legislation at the date thereof.
- (c) Wildlife shall be managed in the settlement area in accordance with this agreement including its objectives.
- 13.8.2 (a) Where, by legislation, any other renewable resources board ("the new board") is established having jurisdiction in an area within the Mackenzie Valley which includes the settlement area:
- (i) the new board shall assume the powers and responsibilities of the Board;
- (ii) the Board shall merge with and become a regional panel of the new board. The regional panel shall be reduced to five members of which two shall be nominees of the Sahtu Tribal Council;
- (iii) the regional panel shall exercise the powers of the Board except that where, in the opinion of the new board, any decision or recommendation may affect renewable resources in an area within the jurisdiction of the new board outside the settlement area, the decision or recommendation shall be made by the new board. At least one member of the new board making such a decision or recommendation shall be a nominee of the Sahtu Tribal Council; and
- (iv) decisions of the regional panel shall be decisions of the new board and subject to review by the Minister in the same manner as decisions of the Board.
- (b) The Sahtu Tribal Council shall be consulted with respect to any such legislation.

Establishment and Structures

13.8.3 The Board shall consist of seven members appointed as follows:

- (a) six members and six alternate members to be appointed jointly by the Governor in Council and Executive Council of the Government of the Northwest Territories ("Executive Council"), of whom three members and three alternate members shall be appointed from nominees put forward by each of the Sahtu Tribal Council and government, provided that government shall ensure that the Board shall include at least one resident of the Northwest Territories who is not a participant; and
- (b) a chairperson, resident in the settlement area, to be nominated by the members of the Board appointed under (a) and appointed jointly by the Governor in Council and Executive Council.



- 13.8.4 (a) Board members shall not be considered to have a conflict of interest by reason only of being public servants or employees of the organizations of the participants.
- (b) Each member shall, before entering upon his or her duties as such, take and subscribe before an officer authorized by law to administer oaths, an oath in the form set out in schedule III to this chapter.
- 13.8.5 In the event that the Board does not recommend a chairperson within 90 days after the other members of the Board are appointed, the Minister of Indian Affairs and Northern Development jointly with the Minister of Renewable Resources of the Government of the Northwest Territories shall, after consultation with the Board, recommend a chairperson to the Governor in Council and Executive Council.
- 13.8.6 Should any party fail to nominate members to the Board within 90 days of the date of settlement legislation, the Governor in Council and Executive Council may jointly appoint any persons to complete the Board.
- 13.8.7 Should a member resign or otherwise leave the Board, the body which nominated that member shall nominate a replacement within 90 days.
- 13.8.8 A vacancy in the membership of the Board does not impair the right of the remainder to act.
- 13.8.9 Each member shall be appointed to hold office for a specific term not to exceed five years. A member may be reappointed.
- 13.8.10 A member may be removed from office at any time for cause by the Governor in Council and Executive Council after consultation with or at the request of the body which nominated the member.

Administration and Procedure

- 13.8.11 The Board may make by-laws:
- (a) respecting the calling of meetings of the Board; and
- (b) respecting the conduct of business at meetings of the Board, including in-camera meetings, and the establishment of special and standing committees of the Board, the delegation of duties to such committees and the fixing of quorums for meetings of such committees.
- 13.8.12 A majority of the members from time to time in office constitutes a quorum of the Board.
- 13.8.13 The Board shall have, subject to its approved budget, an Executive Director and such staff, professional and technical advisors and consultants as are necessary for the proper conduct of its affairs.
- 13.8.14 The Board shall be accountable to government for its expenditures.
- 13.8.15 It is intended that there be no duplication in the functions required for the public management of wildlife.

- 13.8.16** The Board shall prepare an annual budget, subject to review and approval by government. The approved expenses of the Board shall be a charge on government. Such budget shall be in accordance with the Government of Canada's Treasury Board guidelines and may include:
- (a) remuneration and travel expenses for attendance of Board members at board and committee meetings;
  - (b) the expenses of public hearings and meetings;
  - (c) a budget for research, public education and other programs as may be approved by government from time to time; and
  - (d) the expenses of staff, advisors and consultants and of the operation and maintenance of the office.
- 13.8.17** The annual budget of the Board in its first year of operation shall be set out in the implementation plan.
- 13.8.18** The Board may make rules respecting the procedure for making applications, representations and complaints to it, including the conduct of hearings before it, and generally respecting the conduct of any business before it.
- 13.8.19** The Board shall have the powers of a commissioner under part I of the *Inquiries Act*, R.S. 1985, c. I-11. The Board may not, however, subpoena Ministers.
- 13.8.20** The Board may consult with government, Sahtu communities, the public and with Renewable Resources Councils and may do so by means of informal meetings or public hearings.
- 13.8.21**
- (a) A public hearing may be held by the Board where the Board is satisfied that such a hearing is desirable.
  - (b) A public hearing shall be held when the Board intends to consider establishing a total allowable harvest and a Sahtu Needs Level in respect of a species or population of wildlife which has not been subject to a total allowable harvest level within the previous two years.
- 13.8.22** A public hearing may be held at such place or places within the settlement area as the Board may designate.

**Powers of the Renewable Resources Board**

- 13.8.23** In furtherance of its purpose as the main instrument of wildlife management in the settlement area, the Board shall have the power to:
- (a) establish policies and propose regulations in respect of:
    - (i) the harvesting of wildlife by any person, including any class of persons;
    - (ii) the commercial harvesting of wildlife;

- (iii) commercial activities relating to wildlife including:
  - (A) commercial establishments and facilities for commercial harvesting; propagation, cultivation and husbandry of fur bearers and other species; and commercial processing, marketing and sale of wildlife and wildlife products, which may include trade with persons not included in 13.4.16;
  - (B) guiding and outfitting services; and
  - (C) hunting, fishing and naturalist camps and lodges;

- (b) exercise the powers and duties given to it elsewhere in the agreement;
- (c) approve plans for the management and protection of particular wildlife populations, including transplanted wildlife populations and endangered species, and particular wildlife habitats including conservation areas, territorial parks and national parks in the settlement area;
- (d) approve the designation of conservation areas and endangered species;
- (e) approve provisions of interim management guidelines, park management plans and policies that impact on wildlife and harvesting by the participants in a national park;
- (f) approve regulations which may be proposed by government pursuant to 13.8.29, except for those in respect of which the Board has already made a final decision pursuant to 13.8.27;
- (g) establish rules and procedures for the carrying out of any consultation required by these provisions; and
- (h) review any matter in respect of wildlife management referred to it by government.

- 13.8.24
  - (a) Unless the Minister directs otherwise, the Board shall forward all its decisions, except those made pursuant to 13.4.7, to the Minister, accompanied by draft regulations, where the Board proposes regulations.
  - (b) Unless the Minister directs otherwise, all decisions of the Board, except those made pursuant to 13.4.7, shall be confidential until the process in 13.8.25 has been completed, or the time provided for the process has expired.

- 13.8.25 The Minister may, within 60 days of the receipt of a decision under 13.8.24, accept, vary or set aside and replace the decision. The Minister must consider the same factors as were considered by the Board and, in addition, may consider information not before the Board and matters of public interest not considered by the Board. Any proposed variation or replacement shall be sent back to the Board by the Minister with written reasons.

- 13.8.26 The Minister may extend the time provided in 13.8.25 by 30 days.

- 13.8.27 (a) The Board shall, within 30 days of the receipt of a variation or replacement from the Minister pursuant to 13.8.25, make a final decision and forward it to the Minister with written reasons.
- (b) The Minister may extend the time provided under (a).
- 13.8.28 The Minister may, within 30 days of receipt of a final decision of the Board accept or vary it, or set it aside and replace it, with written reasons. The Minister may consider information not before the Board and matters of public interest not considered by the Board.
- 13.8.29 Government shall, as soon as practicable, implement:
- (a) all decisions of the Board which are accepted by the Minister under 13.8.25;
- (b) all decisions of the Minister under 13.8.28; and
- (c) subject to (a) and (b), all decisions of the Board after the expiry of the time provided in 13.8.25 and 13.8.28.
- 13.8.30 Government may make changes of a technical nature only, not going to substance, to any decision or final decision of the Board, without varying or setting aside and replacing the decision or final decision, provided the Board is advised of any such change.

#### Licensing and Enforcement

- 13.8.31 The Board shall not issue licences, or hear and decide applications for individual commercial undertakings, or enforce legislation, unless otherwise agreed by government and the Sahtu Tribal Council.

#### Advisory Powers

- 13.8.32 Government may consult the Board on any matter which will likely impact on wildlife or wildlife habitat in the settlement area and shall seek the timely advice of the Board on the following matters:
- (a) draft legislation respecting wildlife or wildlife habitat;
- (b) land use policies or draft legislation which will likely impact on wildlife or wildlife habitat;
- (c) proposed inter-provincial or international agreements which will likely impact on wildlife, wildlife harvesting or wildlife habitat;
- (d) the establishment of new national parks and territorial parks;
- (e) plans for public education on wildlife, wildlife harvesting and wildlife habitat;
- (f) policies respecting wildlife research and the evaluation of wildlife research in the settlement area;



- (g) plans for cooperative management and research relating to species and populations not wholly within the settlement area; and
- (h) plans for training participants in management of wildlife and related economic opportunities.

13.8.33 The Board shall provide any advice to government under 13.8.32 within such reasonable time as government requires, failing which, government may proceed without any such advice.

13.8.34 The Minister may request the Board to exercise a power described in 13.8.23 and the Board shall comply with the request within such reasonable time as the Minister requires.

13.8.35 If urgent circumstances require an immediate decision respecting matters referred to in 13.8.23 or 13.8.32, the Minister or his designated agent may make an interim decision and take such action as required to implement the interim decision without receiving a decision or advice from the Board. The Minister shall advise the Board forthwith of the interim decision made or action taken and the reasons therefor and direct the Board to review the decision made or action taken and render its decision or advice in accordance with this agreement.

13.8.36 The Board may:

- (a) advise the Minister or government of any matter relating to wildlife or wildlife habitat at any time whether or not the Minister or government has requested such advice; and
- (b) request the parties to this agreement to review any of its provisions.

#### Research and Harvesting Studies

13.8.37 It is intended that the Board and government departments and agencies work in close collaboration and exchange full information on their policies, programs and research.

13.8.38 The Board may participate in harvesting studies, in data collection and in the evaluation of wildlife research. It is intended that the Board have an independent research capability, to the extent agreed by government and which does not duplicate research which is otherwise available to it.

13.8.39 The Board shall establish and maintain a public file for reports, research papers and data received by the Board. Any material furnished on a confidential basis shall not be made public without the consent of the originator.

13.8.40 Wildlife research or harvesting studies conducted in the settlement area by government or by the Board or with government assistance shall directly involve Renewable Resources Councils and participant harvesters to the greatest extent possible.

13.8.41 Notwithstanding 13.5.2 and until the Board exercises its powers or carries out its duties under 13.8.23, legislation and government policies in effect from time to time shall continue to apply.

Great Bear Lake

13.8.42 The Board shall determine as a matter of priority whether to establish a committee in respect of Great Bear Lake.

13.9 RENEWABLE RESOURCES COUNCILS

13.9.1 There shall be a Renewable Resources Council in each Sahtu community to encourage and promote local involvement in conservation, harvesting studies, research and wildlife management in the community.

13.9.2 A Renewable Resources Council shall be established by the designated Sahtu organization in the community.

13.9.3 A Renewable Resources Council shall be composed of not more than seven persons who are residents of the community.

13.9.4 A Renewable Resources Council shall have the following powers:

- (a) to allocate any Sahtu Needs Level for that community among the participants;
- (b) to manage, in a manner consistent with legislation and the policies of the Board, the local exercise of participants' harvesting rights including the methods, seasons and location of harvest;
- (c) to establish or amend group trapping areas in the settlement area, subject to the approval of the Board, provided that the portion of the Fort Good Hope - Colville Lake Group Trapping Area which is in the settlement area may not be reduced in size without the consent of the designated Sahtu organizations in Fort Good Hope and Colville Lake;
- (d) to exercise powers given to Renewable Resources Councils under this agreement; and
- (e) to advise the Board with respect to harvesting by the participants and other matters of local concern within the jurisdiction of the Board.

13.9.5 The Board shall consult regularly with Renewable Resources Councils with respect to matters within the Board's jurisdiction. Government and the Board may jointly delegate authority to Renewable Resources Councils, upon terms and conditions established by government and the Board.

13.9.6 Renewable Resources Councils shall participate in the collection and provision, to government and the Board, of local harvesting data and other locally available data respecting wildlife and wildlife habitat.

**13.10**            **OTHER PROVISIONS**

- 13.10.1**            Government shall consult with the Sahtu Tribal Council with respect to the formulation of government positions in relation to international agreements which may affect wildlife or wildlife habitat in the settlement area, including negotiations with respect to methods of harvesting and amendments to the Migratory Birds Convention (1916), prior to adopting positions.
- 13.10.2**            (a)        Persons who reside in the Mackenzie Valley or the Western Arctic Region and who held General Hunting Licences as at the date of settlement legislation may continue to harvest in the settlement area in accordance with legislation pertaining to such licences.
- (b)        Any participant who held a General Hunting Licence as at the date of settlement legislation may continue to hold such licence and shall be permitted to harvest outside the settlement area in accordance with legislation pertaining to such licences.

**TERMS OF REFERENCE: SETTLEMENT AREA HARVEST STUDY**

The terms of reference for the Settlement Area Harvest Study (the "Harvest Study") pursuant to 13.5.6 of the agreement are as follows:

**PURPOSE**

The purpose of the Harvest Study is to provide information on harvesting necessary for the effective management of wildlife by the Board and government, including determination of the Sahtu Minimum Needs Level pursuant to 13.5.8.

**CO-OPERATIVE SPIRIT**

The Harvest Study is a joint venture of the participants and government who commit themselves to work in a co-operative spirit.

**RESPONSIBILITY**

The Board shall be responsible for the design and the conduct of the Harvest Study. The Board shall establish a Working Group, composed of equal representation of the participants and the agencies with wildlife management responsibilities in the study area, to support the Harvest Study.

**METHODOLOGY AND DESIGN**

The Working Group shall develop the methodology and design of the Harvest Study which shall be approved by the Board. The Harvest Study will provide for training of community field workers, education of the respondents regarding the importance of the Harvest Study, and the involvement of community organizations.

**SCOPE**

The Harvest Study shall cover all participants and others who harvest in the settlement area for those species designated in the Harvest Study.

**SCHEDULING**

The Harvest Study shall be initiated within one year of the establishment of the Board and shall be conducted for a minimum of five consecutive years.



## DATA SHARING

The data shall be recorded in a manner that ensures harvester confidentiality. All information collected, whether in its raw form or after being compiled and analyzed, with the exception of identification of the harvesters, shall be provided to the Board, the Sahtu Tribal Council and the participating government agencies on the Working Group in a manner to be set out in the design of the Harvest Study.

## FUNDING

It is acknowledged that adequate funding is required for the Harvest Study to yield meaningful data and that such funding must be identified before the study is initiated. The budget for the Harvest Study shall be set out in the implementation plan.

Schedule II to Chapter 13

The right of first refusal to purchase an enterprise pursuant to 13.7.6 shall operate as follows.

- (i) Where the owner of an enterprise wishes to sell the enterprise or any part thereof ("the asset"), the owner shall notify the Sahtu Tribal Council in writing of the asset, the selling price of the asset, the terms of sale and any other relevant details and conditions which a reasonable, informed purchaser would require. The owner shall provide a reasonable opportunity to inspect the asset.
- (ii) The notification in (i) shall constitute an offer to sell the asset to the Sahtu Tribal Council upon the terms and conditions specified in the notification.
- (iii) The Sahtu Tribal Council shall have 30 days from the date of receipt of notification to indicate whether it wishes to exercise its right of first refusal.
- (iv) If it wishes to exercise the right of first refusal, the Sahtu Tribal Council shall have 120 days from the date of receipt of notification to accept the offer after which time the offer shall lapse. The owner may extend the time in which the Sahtu Tribal Council may accept the offer.
- (v) Where the Sahtu Tribal Council notifies the owner that it does not intend to exercise its right of first refusal, fails to notify an owner of its intention within the time limit specified in (iii) or fails to meet the requirements in (iv), the right of first refusal shall lapse and the owner shall be free, within three years of the lapse of the offer in (iv), to sell the asset to another person, provided that the selling price and any terms and conditions are at least equivalent to the price and terms and conditions offered to the Sahtu Tribal Council in (ii).
- (vi) The owner may not sell the asset to a person other than the Sahtu Tribal Council at a price less than the selling price or under significantly different terms and conditions than set out by the owner pursuant to (i) unless the owner sets a new selling price or new terms and conditions pursuant to (i). Where a new selling price or new terms and conditions are set pursuant to (i), the right of first refusal shall apply to such selling price and such terms and conditions in accordance with these provisions.
- (vii) Where the owner fails to sell the asset within three years of the lapse of the offer in (v), the owner may not sell the asset without a further notification pursuant to (i).
- (viii) Where the Sahtu Tribal Council does not exercise its right of first refusal in respect of the purchase of all or part of an enterprise in (i), it shall not have a right of first refusal to take up a new licence issued in respect of the enterprise where such licence is associated with the sale of all or part of the enterprise pursuant to (v).

**OATH OF MEMBER OF THE RENEWABLE RESOURCES BOARD**

I do solemnly affirm (or swear) that I will faithfully, truly, impartially and honestly, and to the best of my judgement, skill and ability, execute and perform the duties required of me as a member of the Board.

**14 FORESTRY**

**14.1.1** In this chapter,

"Board" means the Renewable Resources Board.

**14.1.2** Subject to the provisions of this chapter, participants have the right to harvest trees, including dead trees, throughout the settlement area at all seasons of the year for the following purposes:

- (a) firewood for personal use;
- (b) the construction of camps for hunting, trapping and fishing for personal use;
- (c) handicrafts and traditional, cultural and medicinal uses;
- (d) the construction of boats and rafts for personal uses; and
- (e) house building for personal use.

**14.1.3** The right of participants to harvest trees is subject to legislation in respect of forest management, land management within local government boundaries, conservation, public health, public safety and protection of the environment from significant damage.

**14.1.4** The right of participants to harvest trees set out in this agreement does not apply:

- (a) subject to 13.4.11(c), on lands held in fee simple, subject to an agreement for sale or surface lease;
- (b) upon Crown lands where it conflicts with the carrying out of any activity authorized or permitted by government such as a timber licence or land use permit;
- (c) in national parks except as permitted by the provisions of chapter 16; and
- (d) on lands described in 13.4.12(a).

**14.1.5** Participants may dispose of harvested trees by way of trade with other participants for the purposes described in 14.1.2.

**14.1.6** The commercial harvesting of trees throughout the settlement area is subject to legislation.

- 14.1.7**
- (a) No new licence for the commercial harvesting of trees shall be granted without the consent of the affected Renewable Resources Council where such commercial harvesting would significantly affect the harvesting of wildlife by participants.
  - (b) The affected Renewable Resources Council shall be consulted by government prior to any change in the area of operation of an existing licence.
  - (c) On application by an interested party, or on its own motion, the Board may review the decision of a Renewable Resources Council under (a) not to consent to such commercial harvesting and may permit such harvesting if the Board determines that it is reasonable, in the circumstances, to do so.



**14.1.8** Nothing in this agreement shall be construed to:

- (a) confer rights of ownership of trees except on Sahtu lands;
- (b) guarantee the supply of trees;
- (c) preclude persons who are not participants from harvesting trees on lands other than Sahtu lands, subject to legislation; or
- (d) entitle participants to any compensation for damage to or loss of trees or harvesting opportunities on lands other than Sahtu lands.

**14.1.9** The Board shall have the power to:

- (a) establish policies and propose regulations in respect of;
  - (i) the harvesting of trees by any person, including any class of persons, and
  - (ii) the commercial harvesting of trees, and
- (b) approve forest conservation and forest management plans and policies within the settlement area which may include;
  - (i) determination of areas of commercial harvesting of trees and the terms and conditions of such harvesting which may include cutting rates, yields, reforestation measures and the employment and training of participants,
  - (ii) provisions for forest management agreements with licensees and owners, and
  - (iii) provision for forest fire management activities.

**14.1.10** Government may consult the Board on any matter which affects forestry and forest management and shall seek the timely advice of the Board on the following matters:

- (a) draft legislation respecting forestry and forest management including forest fire management;
- (b) land use policies or draft legislation which will likely impact on forestry or forest management;
- (c) policies respecting forestry and forest management research and the evaluation of such research; and
- (d) plans for training participants in forestry, forest management and lumbering.

**14.1.11** Nothing in this agreement is intended to affect the responsibility of government for the fighting of forest fires in the settlement area.

**15 PLANTS**

- 15.1.1** Participants may gather plant material for food, medicine, cultural and other personal purposes and for purposes required in the exercise of wildlife harvesting rights within the settlement area, subject to legislation in respect of conservation, land management within local government boundaries, public health, public safety and protection of the environment from significant damage.
- 15.1.2** The right of participants to gather plants set out in this chapter does not apply:
- (a) subject to 13.4.11(c), on lands held in fee simple, subject to an agreement for sale or surface lease;
  - (b) upon Crown lands where it conflicts with the carrying out of any activity authorized or permitted by government such as a timber licence or land use permit;
  - (c) in national parks except as permitted by the provisions of chapter 16; and
  - (d) on lands described in 13.4.12(a).
- 15.1.3** Government shall consult with the Sahtu Tribal Council with respect to the gathering of plants by participants before legislating to regulate or prohibit gathering of plants.
- 15.1.4** Any legislation which regulates but does not prohibit the gathering of plants shall provide a preferential right of gathering by participants for food, medicine, cultural and other personal uses and for purposes required in the exercise of wildlife harvesting rights and may describe on which lands and under what conditions the preferential right shall apply.
- 15.1.5**
- (a) The cultural purposes in 15.1.1 include the trade of plant material gathered by participants with other aboriginal persons for their personal consumption.
  - (b) In (a), "aboriginal persons" means aboriginal persons
    - (i) who reside in and who are eligible to harvest wildlife in the Northwest Territories; or
    - (ii) who are members of a Yukon First Nation and who reside in the Yukon.
  - (c) Nothing in (a) is intended to confer any rights on any persons other than participants.
- 15.1.6** Nothing in this agreement shall be construed to:
- (a) confer rights of ownership to plants except on Sahtu lands;
  - (b) guarantee the supply of any plants;
  - (c) preclude persons who are not participants from gathering plants on lands other than Sahtu lands, subject to legislation; or
  - (d) entitle participants to any compensation for damage to or loss of plants or gathering opportunities on lands which are not Sahtu lands.

## **16 NATIONAL PARKS**

### **16.1 GENERAL**

- 16.1.1** The purpose of national parks established in the settlement area is to preserve and protect for future generations representative natural areas of national significance, including the wildlife resources of such areas, and to encourage public understanding, appreciation and enjoyment of such areas, while providing for the rights of the participants under this agreement to use such areas for the harvesting of wildlife and plants.
- 16.1.2** The wildlife harvesting rights of the participants and the wildlife management provisions of this agreement shall apply in national parks in the settlement area, as modified by the provisions of this chapter.
- 16.1.3** The traditional and current use of lands within a national park by the participants shall be recognized in policies and public information programs and materials.
- 16.1.4** Park management plans and guidelines for national parks shall respect:
- (a) Sahtu burial sites and places of religious and ceremonial significance; and
  - (b) Sahtu historic and archaeological sites.
- 16.1.5** Exploration for and development of minerals shall not be permitted within a national park, except as may be required for construction purposes within the park.
- 16.1.6** Except as otherwise provided in this agreement, all national parks in the settlement area shall be planned, established and managed pursuant to the *National Parks Act*, R.S. 1985, c. N-14, and other legislation, the national parks policy and park management plans in effect from time to time.
- 16.1.7** Once established, the boundaries of a national park shall not be reduced without the consent of the Sahtu Tribal Council. The boundaries of a national park shall not be enlarged except by Order-in-Council, proclamation or legislation after consultation with the Sahtu Tribal Council.

### **16.2 IMPACT AND BENEFIT PLANS**

- 16.2.1** Prior to establishment of a national park in the settlement area, a Sahtu Impact and Benefit Plan for the proposed park shall be jointly prepared by government and the Sahtu Tribal Council for the approval of the Minister.
- 16.2.2** Impact and Benefit Plans shall address the impact of the establishment and development of the park on the affected Sahtu community or communities in accordance with the provisions of this agreement and shall describe the steps that will be taken by government in the establishment of the park. In particular, the plan may include provisions relating to:
- (a) the National Park Management Committee ("the Committee") described in 16.3;
  - (b) the continued use of participants' camps, cabins and traditional travel routes for the exercise of the harvesting rights of the participants in the park;

- (c) economic and employment opportunities for the participants and measures which will be adopted to assist participants to take advantage of such opportunities, in accordance with the preference provided for in 16.7;
- (d) mitigation of potential negative impacts of park establishment on the affected Sahtu community or communities;
- (e) routes and locations for public access to the park; and
- (f) other matters of concern to government or the affected Sahtu community or communities.

**16.2.3** If the Sahtu Tribal Council and government fail to reach agreement on a plan for a proposed park within a reasonable period of time, each party may submit its own plan to the Minister for the Minister's consideration and decision. The Minister shall give written reasons for a decision.

**16.2.4** All plans shall contain provisions providing for a review of the plan not less than once every 10 years.

### **16.3 NATIONAL PARK MANAGEMENT COMMITTEES**

**16.3.1** A Committee shall be established for each national park in the settlement area at the time the park is established.

- 16.3.2**
- (a) The Committee shall consist of equal numbers of members to be appointed by the appropriate Renewable Resources Council or Councils and by the Minister in consultation with the Government of the Northwest Territories. For each member appointed there shall be appointed an alternate member in the same manner.
  - (b) Each member shall exercise one vote.
  - (c) The Park Superintendent or his or her designate shall sit as an ex-officio, non-voting member.
  - (d) The Committee shall choose from its members a chairperson who shall serve a fixed term and shall vote only in the event of a tie. The party who appointed the member who was selected as chairperson shall name a replacement to the Committee. If the Committee fails to agree on a chairperson within a reasonable period of time, the Minister shall select the chairperson from the Committee.
  - (e) All appointments shall be for a fixed term. A member may be removed from office for cause by the authority responsible for his or her appointment.
  - (f) The Committee may meet as often as necessary, but shall hold at least two meetings annually.
  - (g) The Committee may establish its own rules of procedures respecting the conduct of its business.



- 16.3.3 The Committee may advise the Minister or the Minister's designate, the Renewable Resources Board or agencies of government, as appropriate, with respect to the following matters:
- (a) all matters affecting the national park which lie within the Renewable Resources Board's powers and responsibilities;
  - (b) interim management guidelines, park management plans and any amendments to them;
  - (c) park employment, training plans and economic opportunities for participants associated with the development and operation of the park;
  - (d) any proposed changes to park boundaries;
  - (e) issuance of permits for cabins or camps which may be required for the exercise of the harvesting rights of the participants;
  - (f) measures to give protection to sites, within the park, of cultural and spiritual significance to the participants and of archaeological significance;
  - (g) information and interpretive programs to recognize participants traditional use of the park area;
  - (h) research and field work conducted by or for government in a national park; and
  - (i) any other matters which may be referred to the Committee by the Minister, the Renewable Resources Board or agencies of government.
- 16.3.4 The Minister shall advise the Committee in writing of reasons for rejection of any advice provided and afford the Committee an opportunity for further consideration of the matter.
- 16.4 PARK PLANNING AND MANAGEMENT
- 16.4.1 Interim management guidelines for a national park shall be prepared by the Canadian Parks Service, in consultation with the Committee, within two years of establishment of a national park.
- 16.4.2 A park management plan shall be prepared by the Canadian Parks Service in consultation with the Committee within five years of establishment of a national park, and shall be reviewed and revised as required from time to time and not less than every 10 years.
- 16.4.3 Park management plans shall be approved by the Minister prior to coming into force.
- 16.4.4 To the extent feasible, interim management guidelines and park management plans shall be prepared in the settlement area.
- 16.4.5 Park management plans shall describe the policies which guide the conservation and management of the park and its resources.

16.5 WILDLIFE

- 16.5.1 National parks shall be managed in a manner which provides for wildlife harvesting by the participants, consistent with the protection of wildlife habitat, the maintenance of viable wildlife populations, and the natural evolution of ecosystems and their associated plant and animal species, as well as public use and enjoyment of the national parks.
- 16.5.2 Wildlife management within national parks shall be compatible with wildlife management in surrounding areas to the extent possible, consistent with national parks objectives and policies.
- 16.5.3 Except for the harvesting of fur bearers, the harvesting of wildlife within national parks by participants shall be limited to the personal use of the participants or for trade with other participants for their personal use or with other aboriginal persons referred to in 13.4.16 for their personal use.
- 16.5.4 Permits may be required for the location of cabins and camps required for the exercise of participants' harvesting rights; such cabins and camps shall conform to interim management guidelines and park management plans. Permits shall be issued by the Park Superintendent without charge.
- 16.5.5 Sport fishing may be permitted, subject to the provisions of chapter 13. Subject to 16.5.3, hunting shall not be permitted in any national park.
- 16.5.6 Any allocation of the harvesting rights of the participants among individual harvesters shall be the responsibility of the appropriate Renewable Resources Council.
- 16.5.7 Persons who are not participants and who:
- (a) held General Hunting Licences at the date of settlement legislation and lawfully harvested wildlife; or
  - (b) otherwise lawfully harvested wildlife for subsistence purposes;
- in the area comprised by a park at the time of its establishment, and the children of such persons, may continue to harvest wildlife after the establishment of the park, if permitted by and in accordance with the *National Parks Act*, R.S. 1985, c. M-13.

16.6 PLANTS AND TREES

- 16.6.1 Participants may gather plant material for food, medicine, cultural and other personal purposes and for purposes required in the exercise of wildlife harvesting rights within the park subject to park management plans and to legislation in respect of conservation, public health, public safety and protection of the environment from significant damage. This right includes the cutting of trees for construction and maintenance of cabins and camps and for fuel.

**16.7 ECONOMIC AND EMPLOYMENT PROVISIONS**

- 16.7.1** The parties intend that qualified participants will hold a majority of jobs in national parks in the settlement area. To this end, training opportunities, as described in the Impact and Benefit Plan, shall be provided to assist participants to qualify for such employment.
- 16.7.2** To the extent that commercial and economic activities related to wildlife and tourism may be permitted in national parks, the Sahtu Tribal Council shall have the right of first refusal to any new licences to carry on such activities and to take up licences in force at the date of settlement legislation that are not renewed, as provided in 13.7.
- 16.7.3** In the event that manipulation of wildlife populations by way of a controlled hunt is required in a national park within the settlement area, the participants shall be given the preferential right to conduct the hunt in co-ordination with park officials, and to dispose of wildlife parts and products resulting therefrom outside the park, in accordance with this chapter.

**16.8 BLUENOSE NATIONAL PARK**

- 16.8.1**
- (a) A national park is proposed to be established to include Bluenose Lake and the watershed of the Hornaday River.
  - (b) If the park includes lands within the settlement area, the Sahtu Tribal Council shall be consulted with respect to the establishment of the park and, subject to 16.8.2, the provisions of this chapter shall apply.
- 16.8.2**
- (a) The parties may agree that 16.2 does not apply within Bluenose National Park.
  - (b) 16.3 shall not apply within Bluenose National Park. The Sahtu Tribal Council shall be entitled to nominate one member to any committee established to manage the park if lands within the settlement area form part thereof.
  - (c) 16.7.2 and 16.7.3 shall apply only with respect to activities described therein that are carried on in that part of the park within the settlement area.

## **17 PROTECTED AREAS**

### **17.1 GENERAL**

#### **17.1.1 In this chapter,**

"territorial park" means an area dedicated as a recreation park under 3(1)(a) and (b) of the *Territorial Parks Act*, R.S.N.W.T. 1988, c. T-4, and any other territorial park outside local government boundaries the area of which exceeds 130 hectares.

#### **17.1.2 Except as otherwise provided in this agreement, protected areas shall be planned and managed pursuant to legislation respecting protection of the resources in the protected areas.**

#### **17.1.3 Except as otherwise provided in this chapter, the provisions of chapters 13, 14 and 15 apply in any protected area established in the settlement area.**

### **17.2 PLANNING AND MANAGEMENT**

#### **17.2.1 (a) Government shall consult with the Sahtu Tribal Council and with affected communities prior to the establishment of any protected area, or changes in the boundaries of an established protected area. Such consultation shall commence not less than 12 months prior to the establishment of the protected area or the change in boundaries.**

#### **(b) In an emergency for reasons of conservation, such consultation may take place in a shorter period. In the event of an emergency for reasons of conservation which requires immediate government action, government shall consult with the Sahtu Tribal Council as soon as possible after the establishment of a protected area on the necessity of the action and the terms and conditions attached thereto.**

#### **17.2.2 The Government of the Northwest Territories shall consult with the Sahtu Tribal Council and with affected communities prior to the establishment of any territorial park which is not included in the definition of territorial park under this chapter.**

#### **17.2.3 The Government of the Northwest Territories may prepare a park management plan for each territorial park which describes the policies which will guide the conservation and management of the park and its resources. The Sahtu Tribal Council shall be invited to participate in the preparation of any plan. A park management plan shall be approved by the Minister before coming into force. The use by participants shall be in accordance with the applicable interim management guidelines or park management plan.**

#### **17.2.4 Any allocation of participants' harvesting rights among participants in protected areas shall be the responsibility of the appropriate Renewable Resources Council.**

#### **17.2.5 The harvesting of wildlife, plants and trees by participants may be restricted in protected areas or parts of protected areas for conservation or other reasons as set out in chapters 13, 14 and 15 or related to the management of the protected area. Any proposed restrictions shall be included in a protected area agreement dealing with impacts and benefits to be negotiated between the designated Sahtu organization in the affected Sahtu communities and government. In the event that a protected area agreement is not concluded within two years of the commencement of negotiations, each party may submit its own proposal to the Minister responsible for the protected area for consideration and decision. The Minister shall give written reasons for a decision.**



- 17.2.6 A protected area agreement may include provisions relating to:
- (a) employment of participants;
  - (b) training of participants;
  - (c) protection of the religious, cultural and historic sites of participants;
  - (d) mitigation of potential negative impacts of the establishment of the protected area on affected participant harvesters and their communities;
  - (e) participation of the participants in management committees or other similar structures relating to the development and administration of the protected area;
  - (f) any interim management guidelines or management plan;
  - (g) periodic review of the protected area agreement not less than once every 10 years;
  - (h) the continued use of the camps and traditional travel routes of participants to assist harvesting and other traditional uses; and
  - (i) other matters of concern to the affected Sahtu communities and government.
- 17.2.7 It is the objective of the parties that qualified participants be employed at all occupational levels in protected areas. Government shall identify employment opportunities in respect of the management and administration of protected areas and shall provide appropriate training opportunities for participants as set out in the implementation plan. For any protected area established after the date of settlement legislation, the nature and extent of the training opportunities shall be set out in the protected area agreement.
- 17.2.8 To the extent that outfitting, guiding and naturalist commercial activities, including tourist establishments related to such activities and facilities for the manufacture or sale of handicrafts, may be permitted in protected areas, the Sahtu Tribal Council shall have the right of first refusal to any new licences to carry on such activities and to take up licences in force at the date of settlement legislation that are not renewed and are available. The procedures set out in 13.7.5(b) shall apply, where appropriate, to such right with such modifications as the circumstances require.
- 17.2.9 To the extent that commercial wildlife activities including commercial harvesting are permitted in protected areas, the Sahtu Tribal Council shall have the right of first refusal to any new licence for such activities. The procedures set out in 13.7.2 or 13.7.5(b) shall apply, where appropriate, to such right with such modifications as the circumstances require.
- 17.2.10 In the event that manipulation of wildlife populations is required in a protected area, the Sahtu Tribal Council shall be given the first opportunity to conduct the hunt and to dispose of wildlife parts and products resulting therefrom in accordance with a plan to be approved by officials responsible for the protected area.

### 17.3 CANOL TRAIL AND DODO CANYON

- 17.3.1
- (a) Within three months of the date of settlement legislation, the Government of the Northwest Territories shall submit to Canada a proposal for the creation of a territorial park (or parks) within the lands described in schedule XXI, appendix E, including a request for a reserve of such lands.
  - (b) Canada shall make a decision with respect to the proposal in (a) within two months of the date of its submission.
  - (c) The Government of the Northwest Territories shall, within three years of the date of the reservation of lands, submit an application to Canada for the transfer of such lands. The application shall include a park management plan (or plans).
  - (d) Canada shall make a decision with respect to the application in (c) within one year.
  - (e) Subject to existing rights, titles or interests in the lands in (a) existing at the date of settlement legislation, Canada shall not, prior to a decision with respect to the application in (c), dispose of any interest in such lands or authorize any activity in such lands where the disposition of that interest or the authorization of that activity would be inconsistent with the establishment of a territorial park. To the extent that legislation permits subsurface exploration and development within territorial parks, this provision shall not prevent government from authorizing subsurface exploration and development in the lands in (a).
  - (f) For greater certainty, a territorial park (or parks) created on the Canol Trail/Dodo Canyon shall be a protected area within the meaning of this agreement.
  - (g) Nothing in 17.3 requires Canada or the Government of the Northwest Territories to develop, establish or operate a territorial park (or parks) in the vicinity of Canol Trail and Dodo Canyon but in the event that a territorial park (or parks) is established, the costs of developing, establishing and operating the park (or parks), other than the incremental costs which, in the absence of this agreement are costs that would not have been incurred by the Government of the Northwest Territories, shall not be costs of implementing this agreement.

### 17.4 KELLY LAKE PROTECTED AREA

- 17.4.1
- (a) The lands described in schedule XXII, appendix E, shall be set aside and protected by Canada in order to preserve the natural environment of the area in its natural state for the benefit and enjoyment of the public.
  - (b) Subject to existing rights, titles or interests in the lands in (a), Canada shall withdraw the lands in (a) from the disposition of surface interests at the same date as the withdrawal of lands pursuant to 1.12 of appendix C.

## **18 HARVESTING COMPENSATION**

### **18.1.1 In this chapter,**

"compensation" means a cash payment, either lump sum or a periodic payment, or non-monetary compensation such as replacement or substitution of damaged or lost property or equipment or relocation or transportation of participants or equipment to a different harvesting locale or a combination of such elements;

"development activity" means a development activity in the settlement area, other than individual or commercial wildlife harvesting activities, naturalist activities and commercial guiding and outfitting activities in respect to hunting and sport fishing; and

"wildlife harvesting" means wildlife harvesting pursuant to this agreement and does not include wildlife harvesting permitted pursuant to legislation other than legislation giving effect to this agreement.

- 18.1.2** (a) A developer is liable absolutely, without proof of fault or negligence, for the following losses and damage suffered by a participant as a result of development activity of that developer:
- (i) loss or damage to property or equipment used in wildlife harvesting or to wildlife harvested;
  - (ii) present and future loss of income from wildlife harvesting; and
  - (iii) present and future loss of wildlife harvested for personal use or which is provided by the participants to other participants for their personal use; and
- (b) notwithstanding (a), a developer shall not be liable for losses suffered by a participant as a result of the establishment of a national park or a protected area, or any lawful activity within a park or protected area, except for direct loss or damage to property or equipment used in wildlife harvesting or to wildlife harvested.

**18.1.3** The participants shall make their best efforts to mitigate any losses or damage referred to in 18.1.2.

**18.1.4** If agreement has not been reached between a developer and a participant with respect to a claim for compensation within 30 days of the submission of a claim in writing by a participant, either party may refer the matter to arbitration pursuant to chapter 6.

**18.1.5** An arbitrator, if a claim is proven, may:

- (a) award compensation to a participant with provision for review of the award, if appropriate;
- (b) recommend that a developer or a participant take or refrain from taking certain action in order to mitigate further loss or damage; and
- (c) on review of a previous award, determine whether the developer or the participant has adopted any mitigative recommendations made under that previous award.

- 18.1.6** Nothing in this chapter is intended to prejudice the legal rights of participants to sue for damages from any person. However, if a participant elects to refer the dispute to arbitration, the provisions of chapter 6 shall apply.
- 18.1.7** Nothing in this chapter is intended to prejudice the negotiation of agreements between participants and developers with respect to compensation for losses in relation to wildlife harvesting, including the process for settling and resolving claims under this chapter.
- 18.1.8** Legislation may provide for limits of liability of developers, the burden of proof on claimants, limitation periods for making claims and any other matters not inconsistent with this agreement.



**19 SAHTU LANDS**

**19.1 SAHTU TITLE**

**19.1.1** In this chapter,

"lands" does not include water; and

"specified substances" means carving stone, clay, construction stone, diatomaceous earth, earth, flint, gravel, gypsum, limestone, marble, marl, ochre, peat, sand, shale, slate, sodium chloride, soil and volcanic ash.

**19.1.2** One or more designated Sahtu organizations shall receive title, which may be referred to as "Sahtu title", to settlement lands as follows:

- (a) 39 624 square kilometres of lands in fee simple, reserving therefrom the mines and minerals, whether solid, liquid or gaseous that may be found to exist within, upon or under such lands and the right to work the same, subject to any rights, titles or interests in the lands existing at the date of settlement legislation; and
- (b) 1 813 square kilometres of lands in fee simple, including the mines and minerals, whether solid, liquid or gaseous that may be found to exist within, upon or under such lands, subject to any rights, titles or interests in the lands existing at the date of settlement legislation.

**19.1.3** Unless otherwise provided in the legal description,

- (a) Sahtu title shall include title to those portions of the beds of lakes, rivers and other water bodies contained within the described boundaries of Sahtu lands, and
- (b) Sahtu title shall not include title to the bed of any lake, river or other water body where any lake, river or water body is described as a boundary of Sahtu lands.

**19.1.4** Title to Sahtu lands shall vest in one or more designated Sahtu organizations at the date of settlement legislation.

**19.1.5** Settlement lands may not be conveyed to any person except to government in exchange for other lands or to a designated Sahtu organization. This provision shall not be interpreted to prevent the designated Sahtu organization from granting leases or licences to persons who are not participants to use or occupy Sahtu lands.

**19.1.6.** Subject to the provisions of this agreement and legislation, the participants shall manage and control the use of Sahtu lands, including:

- (a) the development and administration of land management programs and policies; and
- (b) the charging of rents or other fees for the use and occupation of Sahtu lands.

**19.1.7** Settlement lands are not subject to seizure or sale under court order, writ of execution or any other process whether judicial or extra-judicial.

**19.1.8** Settlement lands shall not be mortgaged, charged or given as security.

**19.1.9** No person may acquire, by prescription, an estate or interest in settlement lands.

**19.2** SPECIFIED SUBSTANCES

**19.2.1** Notwithstanding the reservation of mines and minerals from the lands described in 19.1.2(a), and subject to any specific reservation in the grant, Sahtu title shall include the right to specified substances and the right to work such substances.

**19.2.2** Notwithstanding 19.2.1,

- (a) the right to specified substances and to work such substances is subject to the rights of a person having a mineral interest. A person having a mineral interest shall, where practicable, exercise that interest so as to minimize interference with the right of the designated Sahtu organization to work specified substances;
- (b) no compensation, other than that determined pursuant to 27.2.1(d) and (e), shall be paid to the designated Sahtu organization in respect of any specified substance incidentally taken, used, damaged or destroyed by a person in the course of exercising mineral rights, and any such specified substance taken, used, damaged or destroyed shall be the property of the person exercising the mineral rights; and
- (c) notwithstanding (b), the property described in (b) of a holder of a mineral interest in specified substances shall terminate upon termination of the mineral interest.

**19.2.3** (a) The designated Sahtu organization shall provide supplies of, and permit access to, sand, gravel, clay and other like construction materials on Sahtu lands if, in the opinion of the Land and Water Board, no alternative source of supply is reasonably available in the surrounding area.

(b) The designated Sahtu organization is entitled to fair and reasonable compensation for any materials supplied under (a).

(c) If any person or government, and the designated Sahtu organization, do not agree on any terms or conditions respecting the supply of, or access to, materials under (a), the person or government seeking the supply or access may refer the matter to the Land and Water Board which shall decide all matters between the parties including the question of priorities between the designated Sahtu organization and other users. The decision of the Land and Water Board shall be final and binding on the parties and shall not be challenged by appeal or review in any court except on the ground that the Board erred in law or exceeded its jurisdiction.

(d) The Land and Water Board may establish rules and procedures for the carrying out of this provision.

### 19.3 LAND DESCRIPTION AND REGISTRATION

#### Settlement Lands

- 19.3.1**
- (a) Legal descriptions of the lands selected in accordance with 19.1.2(a) are set out in schedules I and II of appendix E.
  - (b) Legal descriptions of the lands selected in accordance with 19.1.2(b) are set out in schedule III of appendix E.
  - (c) Locations of specific sites are set out in schedule IV of appendix E.
  - (d) The maps which form part of the legal descriptions in (a) and (b) are recorded in the Canada Lands Surveys Records, Department of Energy, Mines and Resources, Ottawa, as number 75355 C.L.S.R.

#### Sahtu Municipal Lands

- (e) Surveyed Sahtu municipal lands selected in accordance with 23.2.1 are set out in schedule XV of appendix E.
  - (f) Unsurveyed Sahtu municipal lands selected in accordance with 23.2.1 are set out in schedule XVI of appendix E.
- 19.3.2** Canada shall make available to the Sahtu Tribal Council data and information relating to resources and to existing rights, titles and interests on Sahtu lands as soon as practicable after the date of settlement legislation.
- 19.3.3** Unless otherwise agreed by the parties, hazardous waste sites identified at the time of land selection shall not be vested in a designated Sahtu organization. Hazardous waste sites which are on Sahtu lands are set out in schedule XVIII, appendix E.
- 19.3.4** Where government undertakes any program respecting the clean up of hazardous waste sites on Crown lands in the settlement area, such program shall apply to hazardous waste sites on Sahtu lands existing at the date of settlement legislation, whether or not identified at that time, and government shall be responsible for the costs associated with such clean-up on Sahtu lands. This provision shall not prevent government from recovering any such costs from a person made liable for these costs pursuant to legislation.
- 19.3.5**
- (a) Title to Sahtu lands shall be registered by the Northwest Territories Land Titles Office:
    - (i) as soon as possible after the date of settlement legislation, for the lands set out in schedules I, II, III and XV of appendix E; and
    - (ii) upon the surveying of the lands set out in schedules IV and XVI of appendix E.

Title shall be registered in as many discrete parcels and of such size as considered necessary by the Registrar of Land Titles.



- (b) The legal descriptions set out in schedules I, II and III of appendix E shall be used for the purpose of registering title.
- (c) Wherever surveys of Sahtu lands are required, these surveys shall be registered by the Northwest Territories Land Titles Office and become the legal description for that portion of the parcel boundary, replacing the initial legal description referred to in (b).

## 19.4

### BOUNDARIES AND SURVEYS

#### 19.4.1

- (a) Legal descriptions, including the area, of each parcel agreed upon in land selection shall be prepared by Canada and approved by the Sahtu Tribal Council. Approval of the legal descriptions of parcels shall be confirmation that the parties agree the parcels described are the ones selected and the area calculations are satisfactory.
- (b) The legal description may specify features which the parties agree should be enclosed within or excluded from a parcel of Sahtu lands. Where any subsequent legal survey of the land indicates that the coordinates set out in the legal description failed to enclose or exclude, as the case may be, the feature intended to be enclosed or excluded, the legal description shall be amended to so enclose or exclude that feature.
- (c) The boundaries of Sahtu lands shall be surveyed when the Sahtu Tribal Council and government agree that such surveys are required, or to avoid or resolve conflicts with another title or interest holder, and may otherwise be surveyed at government's discretion.
- (d) Sahtu lands set out in schedules IV and XVI of appendix E shall be surveyed.

#### 19.4.2

- (a) Boundary surveys shall be conducted, and monuments placed, in accordance with the instructions of the Surveyor General and the *Canada Lands Survey Act*, R.S. 1985, c. L-6.
- (b) The Government of Canada shall be responsible for the cost of the legal surveys conducted pursuant to 19.4.1(c) and (d) to define the boundaries of Sahtu lands provided that this provision shall not prevent government from levying charges in respect of such surveys on any person whose lands abut Sahtu lands.
- (c) Subject to (b), the Sahtu Tribal Council shall be responsible for the cost of surveys associated with the leasing and subdivision of Sahtu lands.
- (d) The boundaries of settlement lands shall be described with reference to geographical features and latitude and longitude based upon North American Datum 1927 as shown on National Topographic Survey Maps at 1:50,000 scale, where available, or at 1:250,000 scale. The boundaries of Sahtu municipal lands shall be described with reference to features shown on the maps provided pursuant to 4.1 (b) and (d) of appendix C. To the extent possible, the descriptions shall refer to existing monumentation.
- (e) The boundaries of Sahtu lands may be defined by existing legal surveys and natural and artificial boundaries including offset boundaries and rights of way but shall, where appropriate, be defined by existing boundary surveys and survey traverses or by



reference to natural features such as banks of rivers and lakes and well-defined heights of land.

- (f) Natural boundaries at any instant correspond to the position of the designated natural feature as it exists at that instant. The position of the natural boundaries changes with the movements of the natural features as long as these movements are gradual and imperceptible from moment to moment. Offset natural boundaries also move according to the natural movement of the natural features.
- (g) Where a natural boundary is a height of land which is subsequently found to be not well-defined, the Surveyor General shall have the authority to place a series of monuments, approximating the mean position of the height of land, to be the boundary.
- (h) Maps of the portions of a right of way that are used as the boundary of Sahtu lands shall be filed with the Surveyor General. Those portions of the right of way used as a boundary shall be surveyed.
- (i) Those portions of seismic lines used as boundaries and other artificial boundaries of Sahtu lands shall be monumented sufficiently, as determined by the Surveyor General, to define their location.
- (j) Natural boundaries shall be photographed where, as determined by the Surveyor General after consultation with the Sahtu Tribal Council, such boundaries are susceptible to movements which are not gradual and imperceptible from moment to moment.

## **19.5 ADMINISTRATION OF INTERESTS**

**19.5.1** Any royalties or non-refunded rents accruing to and received by government after the date of this agreement in respect of an interest in land which continues on Sahtu land shall be accounted for by government and an equal amount paid to the designated Sahtu organization as soon as practicable after the date of settlement legislation.

**19.5.2** Where lands to which the designated Sahtu organization receives title pursuant to 19.1.2(b) are subject to a mineral interest existing at the date of settlement legislation:

- (a) government shall continue to administer such interest including the granting of and administration of renewals, replacements, extensions of term or transfers thereof in accordance with applicable legislation as if the interest were on Crown lands until such time as the interest ceases to exist;
- (b) government shall notify the designated Sahtu organization of any change in such interest which affects the designated Sahtu organization as title-holder; and
- (c) after the date of settlement legislation, any royalties or non-refunded rents accruing to and received by government from the holder of a mineral interest shall be accounted for by government and an equal amount paid to the designated Sahtu organization as soon as practicable from time to time.

- 19.5.3** Amounts received by government described in 19.5.1 and 19.5.2(c) or a similar provision in other comprehensive land claim agreements in the Mackenzie Valley shall not be calculated as amounts received by government for the purpose of 10.1.2.
- 19.5.4** Government shall be under no fiduciary obligation to the participants in respect of its administration of mineral interests apart from its obligation to account in 19.5.2(c). In particular, government may, subject to 10.1.3, set royalties, rents and other charges and make other discretionary decisions on the basis of government's resource management policy.

## **20 WATER RIGHTS AND MANAGEMENT**

### **20.1.1 In this chapter,**

"compensation" means a cash payment, either lump sum or a periodic payment, or non-monetary compensation such as replacement or substitution of damaged or lost property or equipment or relocation or transportation of participants or equipment to a different harvesting locale or a combination of such elements.

### **20.1.2 Nothing in this chapter is intended to give authority to any person to take or damage Sahtu lands except in accordance with this agreement.**

### **20.1.3 (a) Subject to the provisions of this agreement, participants have the exclusive right to use waters which are on or flow through Sahtu lands when such waters are on or flowing through Sahtu lands.**

(b) Use of water by participants is subject to legislation in respect of water use.

### **20.1.4 Government and persons who are not participants having a right or interest in respect of Sahtu lands the exercise of which requires the use of water, shall have the right to use the water, subject to this agreement and legislation in respect of water use.**

### **20.1.5 Notwithstanding the ownership of beds of certain water bodies by participants, government retains the right to protect and manage water and beds of water bodies, and to use water in connection with such right, throughout the settlement area for public purposes including:**

- (a) management and research in respect of wildlife, and wildlife and aquatic habitat;
- (b) protection and management of navigation and transportation, establishment of navigation aids and devices, and dredging navigable water bodies;
- (c) protection of water supplies including community water supplies from contamination and degradation;
- (d) fighting fires;
- (e) flood control; and
- (f) research and sampling with respect to water quality and water quantity.

### **20.1.6 Unless otherwise provided for in legislation, the right of participants to use water shall not interfere with or take away from:**

- (a) rights of navigation and passage on water;
- (b) use of water for emergency purposes; or
- (c) any right of access associated with a right to fish or to hunt migratory game birds.

- 20.1.7 (a) Nothing in this agreement shall be construed as granting the participants property rights in respect of water.
- (b) The property in water in the settlement area may be determined by legislation in respect of water.
- 20.1.8 Subject to legislation in respect of the use of water:
- (a) Participants have the right to have waters which are on or flow through or are adjacent to Sahtu lands remain substantially unaltered as to quality, quantity and rate of flow when such waters are on or flow through or are adjacent to Sahtu lands; and
- (b) Participants shall not use water so as to substantially alter the quality, quantity and rate of flow of waters which are on or flow through or are adjacent to Sahtu lands.
- 20.1.9 (a) Participants have a cause of action against any person in respect of any action or use of water not authorized by law, which substantially alters the quality, quantity or rate of flow of waters which are on or flow through or are adjacent to Sahtu lands, with such remedies as if participants had riparian rights.
- (b) In (a), "authorized by law " means an action or use of water or deposit of waste authorized by legislation in respect of the use of water and includes a licence or other permit issued by the Land and Water Board or by another competent water authority outside the settlement area.
- 20.1.10 The Sahtu Tribal Council shall have standing at all times in a court of competent jurisdiction to seek a declaration of the authority of any person to alter the quality, quantity or rate of flow of water in the settlement area.
- 20.1.11 (a) Government shall use its best efforts to negotiate agreements with other jurisdictions which manage drainage basins shared with the settlement area for the management of water in the shared drainage basin.
- (b) Government shall consult with the Sahtu Tribal Council with respect to the formulation of government positions on the management of water in a shared drainage basin before negotiating an agreement pursuant to (a).
- 20.1.12 Nothing in this agreement shall derogate from the ability of any person to use water for domestic uses as provided in legislation.
- 20.1.13 Subject to legislation, participants have the right to use water without licence or permit for trapping and non-commercial harvesting of wildlife, including transportation relating thereto, or for traditional heritage, cultural and spiritual purposes.
- 20.1.14 The Land and Water Board shall not grant a licence, permit or authorization that interferes with the rights of participants in 20.1.8 unless the Board considers that:
- (a) there is no alternative which could reasonably satisfy the requirements of the applicant, and
- (b) there are no reasonable measures whereby the applicant could avoid the interference.



- 20.1.15** No water use anywhere in the settlement area which, in the opinion of the Land and Water Board, will likely substantially alter the quality, quantity or rate of flow of waters on or flowing through or adjacent to Sahtu lands, when such waters are on or flowing through or adjacent to Sahtu lands, shall be authorized by the Land and Water Board unless the applicant for the authorization has entered into an agreement with the Sahtu Tribal Council to compensate participants for loss or damage which may be caused by such alteration, or the Land and Water Board has made an order for compensation under 20.1.16(a).
- 20.1.16**
- (a) If the Sahtu Tribal Council and the applicant for a water-use authorization described in 20.1.15 or 20.1.18 do not reach an agreement on compensation within the time limit established by the Land and Water Board, either party may refer the matter of compensation to the Board and the Board shall determine compensation.
  - (b) Notwithstanding 20.1.15 and 20.1.18, the Land and Water Board may authorize a water use described in 20.1.14 and the competent water authority may authorize a water use described in 20.1.18 prior to the Land and Water Board making an order under (a).
- 20.1.17** In determining the amount of compensation payable to participants in respect of a water use described in 20.1.15 or 20.1.18, the Land and Water Board shall consider:
- (a) the effect of the water use on the use by participants of water on or adjacent to Sahtu lands;
  - (b) the effect of the water use on Sahtu lands, taking into account any cultural or special value of the lands to the participants;
  - (c) the nuisance, inconvenience and noise caused by the water use to participants on Sahtu lands;
  - (d) the effect on the harvesting of wildlife by the participants; and
  - (e) subject to legislation, such other factors as the Land and Water Board may consider relevant.
- 20.1.18** Where a water use is proposed outside the settlement area, but within the Northwest Territories, which, in the opinion of the Land and Water Board, will likely substantially alter the quality, quantity or rate of flow of water on or through or adjacent to Sahtu lands, when such waters are on or flowing through or are adjacent to Sahtu lands, the water use shall not be authorized by the competent water authority unless the applicant for the water use has entered into an agreement with the Sahtu Tribal Council under 20.1.15 or the Land and Water Board has made an order under 20.1.16(a).
- 20.1.19** For greater certainty, the diversion of water from a water body, including the taking of water for sale or other disposition whether for use within or for export outside the settlement area, is a use of water for the purposes of 25.4.5.

## **21 ACCESS**

### **21.1 GENERAL**

#### **21.1.1 In this chapter,**

"Sahtu lands" means settlement lands and parcels of Sahtu municipal lands which are larger than four hectares and which are not developed Sahtu municipal lands as defined in 23.4.1.

#### **21.1.2 Except as provided in this chapter, persons who are not participants may only enter, cross or stay on Sahtu lands and waters overlying such lands with the agreement of the designated Sahtu organization. Any person, other than a person exercising rights pursuant to 21.3.1 or 21.3.3, who contravenes any provision of this chapter shall be considered to be a trespasser.**

#### **21.1.3 Access of persons who are not participants to or across:**

- (a) parcels of developed Sahtu municipal lands,
- (b) parcels of Sahtu municipal lands which are not larger than four hectares and which are not developed Sahtu municipal lands, or
- (c) waters overlying land in (a) and (b),

is governed only by laws of general application.

#### **21.1.4 Unless otherwise provided in an agreement with the designated Sahtu organization, the exercise of access provided in 21.2, 21.3.1, 21.4.2, 21.4.3, 21.4.5 and 21.4.6(b) is subject to the following conditions:**

- (a) there be no significant damage to Sahtu lands, and the user shall be responsible for any such damage;
- (b) there be no mischief committed on Sahtu lands; and
- (c) there be no significant interference with participants' use of and peaceable enjoyment of Sahtu lands.

#### **21.1.5 Unless otherwise provided in an agreement with the designated Sahtu organization, persons using a right of access to or across Sahtu lands and waters overlying such lands do so at their own risk and have no right of action against the designated Sahtu organization or the participants for loss suffered or damage arising therefrom.**

#### **21.1.6 Unless otherwise provided by legislation enacted after consultation with the designated Sahtu organization, there shall be no fee or charge attached to the exercise of access provided in 21.2, 21.3.1, 21.3.5, 21.3.6, 21.4.1(a), 21.4.2, 21.4.3, 21.4.5 and 21.4.6(b).**

- 21.1.7 (a) The designated Sahtu organization may propose terms and conditions, other than fees or charges, for the exercise of access pursuant to 21.2, 21.3.1, 21.4.2 or 21.4.3, in accordance with the following:
- (i) the designated Sahtu organization shall consult with government and attempt to reach agreement on the proposed terms and conditions,
  - (ii) if agreement cannot be reached, the designated Sahtu organization or the government may refer the matter to arbitration pursuant to chapter 6, and
  - (iii) conditions may not be imposed in relation to law enforcement or inspections authorized by law,
- but may not otherwise establish terms or conditions for the exercise of access rights pursuant to this chapter. This provision is not intended to restrict the establishment of any terms and conditions agreed to by a person to whom such terms or conditions would apply.
- (b) Terms and conditions pursuant to (a) may include the identification of areas, locations, seasons or times in respect of which such access is restricted by reason of the protection of the environment; conflict with harvesting by the participants or other uses of land by the participants; conservation of wildlife and wildlife habitat; protection of Sahtu communities and camps; and requirements for notice or registration by persons exercising such access.
- 21.1.8 Any person may enter and stay on Sahtu lands and waters overlying such lands without prior notice in an emergency.
- 21.1.9 The rights provided in this chapter for persons who are not participants are subject to legislation.
- 21.1.10 Where a person has a right of access pursuant to more than one provision in this chapter, that person may have access pursuant to the least restrictive applicable provision.
- 21.1.11 Subject to restrictions that may be imposed pursuant to this agreement or by legislation, a person may exercise a right of access by any mode of transport.
- 21.1.12 Subject to the expropriation provisions of this agreement, any access route across Sahtu land which may be established or improved after the date of settlement legislation shall, unless the designated Sahtu organization agrees, remain settlement land and shall not be a highway or public road, by operation of law or otherwise.
- 21.2 PUBLIC ACCESS
- 21.2.1 (a) Members of the public have the right to use:
- (i) navigable rivers and other navigable waters that can be entered from such rivers where such waters overlie Sahtu lands;
  - (ii) portages on Sahtu lands associated with navigable rivers and other navigable waters that can be entered from such rivers; and



- (iii) waterfront lands within Sahtu lands associated with navigable rivers and other navigable waters that can be entered from such rivers,

for travel by water or for recreation, but these rights do not include the right to harvest wildlife except in accordance with 21.2.2 or to engage in any commercial activity or to establish any permanent or seasonal camp or structure on the lands to which such rights apply, or to travel by motorized vehicle on such waterfront lands.

- (b) Locations where the rights of access in (a) (ii) and (iii) are restricted are set out in schedule VIII of appendix E.

#### 21.2.2

- (a) Members of the public may fish in navigable waters overlying Sahtu lands identified in schedule IX, appendix E, and may have access to these waters and to the associated waterfront lands to exercise this right. Members of the public may use the portages and waterfront lands identified in schedule IX, appendix E, to exercise a right to fish.
- (b) Members of the public may hunt migratory game birds in navigable waters overlying Sahtu lands identified in schedule X, appendix E, and may have access to these waters and to the associated waterfront lands to exercise this right. Members of the public may use the portages and waterfront lands identified in schedule X, appendix E, to exercise a right to hunt migratory game birds.
- (c) The rights in (a) and (b) do not include the right to engage in any commercial activity or to establish any permanent or seasonal camp or structure on the lands to which such rights apply.

#### 21.2.3

- (a) Members of the public may cross Sahtu lands and waters overlying such lands to exercise a right, interest, or privilege on adjacent lands or waters, such as to go to or from their place of work or to or from a place of recreation. Where practicable, such crossings shall take place either on routes designated by the local designated Sahtu organization or upon prior notice to it.
- (b) Where any person has a right, title or interest in lands which are, or are surrounded by, Sahtu lands as of either the date of land withdrawal following land selection or the date of transfer of land where no prior withdrawal takes place, such right, title or interest shall include a right of access across Sahtu lands and waters overlying such lands to allow the continued use of the right, title or interest.

- 21.2.4 With the agreement of the Sahtu Tribal Council, persons conducting research may enter, cross and stay on Sahtu lands for a reasonable time to conduct research.

### 21.3 GOVERNMENT ACCESS

- 21.3.1 Agents, employees, contractors of government and members of the Canadian Armed Forces shall have the right to enter, cross and stay on Sahtu lands and waters overlying such lands and to use natural resources incidental to such access to deliver and manage government programs and services, to carry out inspections pursuant to law and to enforce laws. Government shall give prior notice of such access to the designated Sahtu organization when, in the opinion of government, it is reasonable to do so.



- 21.3.2 If government requires the continuous use or occupancy of Sahtu lands for more than two years, such use or occupancy shall be on terms negotiated between government and the designated Sahtu organization. Failing agreement on the terms, the matter shall be referred to arbitration pursuant to the provisions of chapter 6.
- 21.3.3 (a) In addition to access provided by 21.3.1, the Department of National Defence and the Canadian Armed Forces may have access to Sahtu lands and waters overlying such lands for military manoeuvres after the negotiation of an agreement with respect to contact persons, areas, timing, land use rent, compensation for damages caused to lands or property, and any other matter. If an agreement is not reached, the parties may refer the matter of the terms of the agreement to arbitration pursuant to chapter 6.
- (b) Nothing in (a) is intended to limit the authority of the Minister of National Defence pursuant to s.257 of the *National Defence Act*, R.S. 1985, c. N-5.
- 21.3.4 Government shall give reasonable advance notice of military exercises or operations to local inhabitants of any area to be affected in the settlement area.
- 21.3.5 Notwithstanding 21.3.2, government may establish, on Sahtu lands, after consultation with the Sahtu Tribal Council prior to the start of a navigation season, navigational aids and safety devices along the shorelines of navigable waters provided that the area occupied by each such navigational aid or safety device shall not exceed:
- (a) two hectares, for range markers and buoy transits; and
- (b) 30.48 metres by 30.48 metres, for single beacons.
- 21.3.6 (a) Any person authorized by legislation to provide to the public electrical power, telecommunications services or similar public utilities, not to include pipelines for the transmission of hydrocarbons, shall have access to Sahtu lands and waters overlying such lands to carry out assessments, surveys and studies in relation to proposed services. Such persons shall consult with the designated Sahtu organization prior to exercising such access.
- (b) Where access under (a) results in damage to Sahtu lands or interference with the use of and peaceable enjoyment of Sahtu lands by the participants, such person shall compensate the participants in an amount agreed to by that person and the designated Sahtu organization or, failing such agreement, in an amount determined by the Surface Rights Board.
- (c) Where an interest in Sahtu lands is required by a person described in (a), such interest shall, in the absence of an agreement with the participants, be acquired pursuant to the expropriation provisions of chapter 24.

**21.4 COMMERCIAL ACCESS**

**21.4.1**

- (a) Notwithstanding any other provision of the agreement, where any person, as of either the date of land withdrawal following land selection or the date of transfer of land where no prior withdrawal takes place, has an existing right to use or operate on lands which become Sahtu lands or on waters overlying such lands, including land use permits, licences or other rights of access to or across such lands or waters, such right shall continue and shall include any associated benefits and privileges, including:
  - (i) such renewals, replacements and transfers as might have been granted or permitted had the lands not become Sahtu lands; and
  - (ii) the ability of employees and clients of such existing rights-holders to exercise such rights as may be necessary to permit such existing rights-holders to continue to use or operate on Sahtu lands or waters overlying Sahtu lands.
- (b) Nothing in (a) is intended to affect the discretion of government to grant or refuse the renewal, replacement, extension of term or transfer of any such right.
- (c) Any amendment to an existing right described in (a) other than a renewal, replacement, extension of term or transfer of such existing right shall require the agreement of the designated Sahtu organization or, failing such agreement, an order of the Surface Rights Board.
- (d) For greater certainty, the rights provided in (a) are subject to any access agreement that the participants and a rights-holder may enter into.

**21.4.2**

- (a) Any person has the right to use, in the course of conducting a commercial activity:
  - (i) navigable rivers and other navigable waters that can be entered from such rivers where such waters overlie Sahtu lands;
  - (ii) portages on Sahtu lands associated with navigable rivers and other navigable waters that can be entered from such rivers; and
  - (iii) waterfront lands within Sahtu lands, associated with navigable rivers and other navigable waters that can be entered from such rivers;for travel by water.
- (b) The rights specified in (a) must be exercised using the most direct route and by minimizing use of the portages and waterfront lands in (a).
- (c) The rights specified in (a) (ii) and (iii) are subject to the conditions that:
  - (i) prior notice be given to the designated Sahtu organization;
  - (ii) no permanent or seasonal camp or structure be established on lands to which such rights apply;

- (iii) there be no significant alteration or damage to the lands to which such rights apply; and
- (iv) no commercial activity, other than such activity as is necessarily incidental to travel, be conducted on the lands to which such rights apply.
- (d) If any person is unable to comply with the conditions in (b), (c), or 21.1.4, the rights in (a) may only be exercised with the agreement of the designated Sahtu organization, or failing such agreement, an order of the Surface Rights Board.
- (e) Locations where the rights of access in (a)(ii) and (iii) are restricted are set out in schedule XIII, appendix E.

**21.4.3** Any person who requires access across Sahtu lands and waters overlying such lands to reach adjacent lands or waters for commercial purposes has a right to such access provided that:

- (a) the access is of a casual and insignificant nature and prior notice is given to the designated Sahtu organization; or
- (b) the route used is recognized and being used for such access on a regular basis, whether year round or intermittently, prior to either the date of land withdrawal following land selection or the date of transfer of land where no prior withdrawal takes place, and there is no significant alteration in the use of the route.

**21.4.4** (a) Any person who reasonably requires access across Sahtu lands and waters overlying such lands to reach adjacent lands or waters for a commercial purpose has a right to such access with the agreement of the designated Sahtu organization or, failing such agreement, an order of the Surface Rights Board.

- (b) Notwithstanding 27.2.1(b), the Surface Rights Board shall not make an order under (a) unless it is satisfied that such access is reasonably required. The Board shall ensure that any access is by a suitable route least harmful to participants.

**21.4.5** Notwithstanding 21.4.2, any person licensed to conduct a commercial fishing operation on waters overlying or adjacent to Sahtu lands has a right of access to the waterfront lands on Sahtu lands for tying up vessels or attaching nets and has such right of access to waters overlying Sahtu lands as is required to conduct such commercial fishing operation.

**21.4.6** (a) Subject to (b), any person having a right to explore, develop or produce minerals under or on Sahtu lands has a right of access to Sahtu lands and waters overlying such lands for the purposes of exploring, developing, producing or transporting minerals with the agreement of the designated Sahtu organization or, failing such agreement, an order of the Surface Rights Board.

- (b) Notwithstanding 21.4.1, persons having a right to prospect for minerals and to locate claims and who do not require a land use permit or a water licence for the exercise of such rights, shall have access to Sahtu lands described in 19.1.2(a) and waters overlying such lands provided that:
- (i) notice, including such person's address, shall be given to the designated Sahtu organization at least seven days prior to entry on such Sahtu lands; and
  - (ii) such notice shall specify the National Topographic System map sheet (1:50,000 scale) which includes the Sahtu lands to which access is required.

**21.4.7**

In 21.4.1 to 21.4.6, "any person" includes government and "commercial purposes" includes the exploration for and development, production and transportation of minerals.



## **22 SUBSURFACE RESOURCES**

### **22.1 GENERAL**

#### **22.1.1 In this chapter,**

"development" means the stage after a decision to go into production has been made, but before actual production commences; and

"production" means the removal and taking ownership of minerals other than for assay or testing purposes.

#### **22.1.2 Prior to opening any lands in the settlement area for oil and gas exploration, government shall notify the Sahtu Tribal Council, provide it with an opportunity to present its views to government on the matter, including benefits plans and other terms and conditions to be attached to rights issuance, and consider such views.**

#### **22.1.3 Before any oil and gas exploration takes place, the person proposing to explore and the Sahtu Tribal Council shall consult on the exercise of the person's exploration rights with respect to the matters listed in (a) to (h) below. Similar consultations shall be held before the exercise of a developer's rights to develop or produce:**

- (a) environmental impact of the activity and mitigative measures;**
- (b) impact on wildlife harvesting and mitigative measures;**
- (c) location of camps and facilities and other related site specific planning concerns;**
- (d) maintenance of public order including liquor and drug control;**
- (e) employment of participants, business opportunities and contracts, training orientation and counselling for employees who are participants, working conditions and terms of employment;**
- (f) expansion or termination of activities;**
- (g) a process for future consultations; and**
- (h) any other matter of importance to the participants or the person.**

Such consultations are not intended to result in any obligations in addition to those required by legislation.

#### **22.1.4 Any person who proposes to explore for minerals other than oil and gas and who requires a land use permit or water licence shall consult the Sahtu Tribal Council as provided in 22.1.3.**

#### **22.1.5 Similar consultations shall be held before the exercise of a developer's right to develop or produce minerals other than oil and gas.**

**22.1.6** The Government of the Northwest Territories shall involve the participants in the development and implementation of any Northern Accord on oil and gas development in the Northwest Territories which is negotiated pursuant to the enabling agreement, dated September 5, 1988, between Canada and the Government of the Northwest Territories, or any other agreement under which jurisdiction over minerals may be transferred from the Government of Canada to the Government of the Northwest Territories.

**22.1.7** Government agrees to consult the Sahtu Tribal Council in relation to any proposed legislation which affects only the Northwest Territories or only Yukon and the Northwest Territories and which:

- (a) regulates the exploration, development or production of subsurface resources in the settlement area; or
- (b) establishes requirements for subsurface rights issuance in relation to subsurface resources in the settlement area.

## **22.2** INTERIM MEASURE

- 22.2.1**
- (a) Prior to the transfer of jurisdiction described in 22.1.6, any person who proposes to explore for, develop or produce oil and gas on Sahtu lands described in 19.1.2(a) shall, in addition to any other obligations under this agreement, submit a benefits plan to the Minister of Indian Affairs and Northern Development for approval.
  - (b) The Minister of Indian Affairs and Northern Development may require that the benefits plan in (a) contain provisions to ensure access to training and employment opportunities and to facilitate participation by the participants in the supply of goods and services.
  - (c) Any person who proposes to explore for, develop or produce oil and gas on Sahtu lands described in 19.1.2(a) shall consult the Sahtu Tribal Council prior to the submission and during the implementation of the benefits plan.

**22.2.2** The obligations in 22.2.1 shall remain in effect until the Government of the Northwest Territories enacts legislation with respect to benefits from oil and gas activities on the Sahtu lands referred to in 19.1.2(a).

**22.2.3** Government shall consult the Sahtu Tribal Council in the preparation of any policies or legislation to implement 22.2.1.

## **23 SAHTU MUNICIPAL LANDS**

### **23.1 OBJECTIVES**

#### **23.1.1 The objectives of this chapter are:**

- (a) to provide the participants with land within local government boundaries for residential, commercial, industrial and traditional purposes;
- (b) to ensure that Sahtu municipal lands will have legal characteristics similar to other privately owned lands within municipalities;
- (c) to ensure that local governments maintain adequate land for public infrastructure requirements and for residential, commercial, industrial and recreational purposes;
- (d) to ensure that municipal growth occurs in a timely, logical and cost-effective manner, through negotiations between the participants and territorial or local governments; and
- (e) to allow for the establishment of new local governments and for the development and change of status of local governments.

### **23.2 GENERAL PROVISIONS**

- 23.2.1** (a) Government and the participants have agreed to the selection of Sahtu municipal lands pursuant to the process set out in appendix C. Such municipal lands are set out in schedules XV and XVI of appendix E. Where there is any change to the extent or location of Sahtu municipal lands pursuant to this agreement, schedules XV and XVI shall be amended to reflect this change and such change shall not be considered to be an amendment to the agreement.
- (b) Sahtu municipal lands shall be held in fee simple reserving therefrom the mines and minerals, whether solid, liquid or gaseous that may be found to exist within, upon or under such lands and the right to work the same, subject to any rights, titles or interests in the lands existing at the date of settlement legislation.
- (c) Sahtu municipal lands shall be held subject to the provisions of this chapter.

**23.2.2** Sahtu municipal lands may be conveyed to a participant or any other person and thereupon cease to be Sahtu lands.

**23.2.3** Nothing in this agreement is intended to prejudice the authority and jurisdiction of local governments or to interfere with their political development.

**23.2.4** Following the date of settlement legislation, Canada may revoke the reservation by notation in the lands records of the Department of Indian Affairs and Northern Development of lands reserved in the name of the Indian Affairs Branch for Indian housing within the local government boundaries.

### **23.3 ACQUISITION OF SAHTU MUNICIPAL LAND FOR PUBLIC PURPOSES**

#### **23.3.1 Sahtu municipal lands may be acquired by means of:**

- (a) expropriation in accordance with legislation in respect of expropriation, provided that the requirements specified in 24.1.4 and 24.1.6 shall apply to any such expropriation; or
- (b) the process specified in 23.3.2, 23.3.3 and 23.3.4.

#### **23.3.2 Sahtu municipal lands may be made available to local governments for the purpose of public road and utility corridors which will be of general advantage to the community. To this end, a designated Sahtu organization shall enter into negotiations with a local government which proposes to acquire Sahtu municipal lands for public roads or utility corridors.**

#### **23.3.3 Such negotiations shall proceed on the basis that any lands so acquired by the local government shall be without cost to the local government provided that:**

- (a) the total lands so acquired from any parcel do not exceed 10 percent of the area of that parcel of Sahtu municipal lands;
- (b) the negotiations will only apply to parcels of Sahtu municipal lands which are each in excess of two hectares in area;
- (c) improvements on the land will be paid for at fair market value;
- (d) the interests of participants are taken into account in relation to the extent and location of the lands to be acquired; and
- (e) the local government will not acquire the lands by expropriation regardless of the outcome of negotiations.

#### **23.3.4 If a negotiated solution as described in 23.3.2 and 23.3.3 is not possible, and a local government determines that nevertheless the acquisition of such lands is essential to the public interest, the local government may refer the matter to arbitration pursuant to chapter 6. The jurisdiction of the arbitrator shall be limited to a consideration of the necessity of the acquisition, the extent and location of the lands to be acquired by the local government and the value of improvements.**

### **23.4 REAL PROPERTY TAXATION**

#### **23.4.1 In 23.4,**

"developed Sahtu municipal lands" means all Sahtu lands and improvements thereon which are assessable real property within local government boundaries, as defined in the *Property Assessment and Taxation Act*, R.S.N.W.T. 1988, c. P-10, except for lands which have no improvements and are not serviced;



"serviced lands" are:

- (a) lands within a planned and approved subdivision and which are available for development; or
- (b) lands which are connected to or receiving local government services;

"improvements" do not include improvements which are used primarily for wildlife harvesting or other traditional purposes, including trapping cabins, camps and tent frames; and

"real property taxation" means any tax, levy or charge, or other assessment against lands for local government services or improvements.

- 23.4.2 Developed Sahtu municipal lands are subject to real property taxation in accordance with legislation. Other Sahtu municipal lands are not subject to any real property taxation by the federal, territorial or local government.
- 23.4.3 Should a participant or other person who occupies Sahtu municipal lands fail to pay real property taxes levied against such participant or other person in respect of such lands when such taxes are in arrears for a period of one year or more, the designated Sahtu organization which holds title shall be liable to pay such taxes after notice from the local government.
- 23.4.4
  - (a) To assist in the post settlement transition, the Government of Canada agrees to pay to local governments any real property taxes levied for 15 years from the date of settlement legislation in respect of Sahtu municipal lands which,
    - (i) prior to the date of this agreement, were lands noted within the lands records of the Department of Indian Affairs and Northern Development as reserved in the name of the Indian Affairs Branch for Indian housing; or
    - (ii) were lands intended to replace such lands in (i) as were unavailable for selection and which were identified for this purpose at the time of land selection.
  - (b) During the 15-year period in (a), Canada shall have the same rights in respect of any assessment of taxes as a property owner.
  - (c) Schedule XIV of appendix E is a complete list of the lands referred to in (a).
- 23.4.5 Any participant who owns and occupies a residence on Sahtu municipal lands shall be eligible to apply for a property tax rebate pursuant to the *Home Owners Property Tax Rebate Act*, R.S.N.W.T. 1988, c. H-4, notwithstanding that title to the land is held by a designated Sahtu organization.
- 23.5 CHANGES IN MUNICIPAL BOUNDARIES
- 23.5.1 Prior to any change in a local government boundary the Government of the Northwest Territories shall consult with a designated Sahtu organization.
- 23.5.2
  - (a) Where there is a demonstrated need to change the boundary of a local government, and where such change will include Sahtu lands, the location of the new boundary shall be

negotiated by the Government of the Northwest Territories and the designated Sahtu organization.

- (b) Negotiation may include terms and conditions under which Sahtu lands will be included within a local government boundary.
- (c) In negotiating the change of a local government boundary to include Sahtu lands, government and the designated Sahtu organization shall take into consideration the following factors:
  - (i) any cultural, economic or other special value of the lands to the participants;
  - (ii) the need of the participants to maintain land for traditional purposes or to maintain a traditional lifestyle;
  - (iii) any arrangements for management or self-government affecting Sahtu lands;
  - (iv) the requirements of the local government for a change in its boundary; and
  - (v) any other factor deemed relevant by the negotiators.
- (d) Where the Government of the Northwest Territories and the designated Sahtu organization fail to reach agreement within 120 days, either party may refer the matter to arbitration pursuant to chapter 6.

**23.5.3** Once a new local government boundary is established, Sahtu lands within the boundary shall have the status of Sahtu municipal lands and Sahtu lands beyond the boundary shall have the status of settlement lands.

## **23.6** CHANGE IN STATUS

**23.6.1** A local government may apply to the Government of the Northwest Territories to change its status pursuant to territorial legislation in respect of local governments to a settlement corporation, a charter community, hamlet, village, town or city with the consent of its residents.

## **23.7** NEW LOCAL GOVERNMENTS

**23.7.1** Where a new local government is proposed which would include Sahtu lands, the designation and establishment of such local governments shall be by way of negotiation and agreement between the Government of the Northwest Territories and the Sahtu Tribal Council.

## **23.8** EXISTING LOCAL GOVERNMENTS

**23.8.1** The following are local governments for the purposes of this chapter:

The Settlement of Fort Good Hope  
The Settlement of Colville Lake  
The Hamlet of Déline  
The Hamlet of Fort Norman  
The Town of Norman Wells

## **24 EXPROPRIATION OF SETTLEMENT LANDS**

- 24.1.1** The provisions of this chapter apply only to settlement lands.
- 24.1.2** It is of fundamental importance to maintain the quantum and integrity of settlement lands. Therefore, as a general principle, such lands shall not be expropriated.
- 24.1.3** Notwithstanding 24.1.2, settlement lands may be expropriated by an expropriating authority in accordance with legislation as modified by the provisions of this chapter.
- 24.1.4** (a) Expropriation of settlement land shall require the consent of the Governor in Council in the case of an act of Parliament, or the Executive Council of the Government of the Northwest Territories in the case of an act of the Northwest Territories.
- (b) Notice of the intention of an expropriating authority to seek the approval of the Governor in Council or the Executive Council, as the case may be, shall be given to the Sahtu Tribal Council by the expropriating authority.
- 24.1.5** Where the effect of an expropriation would be to reduce the quantum of settlement lands below the quantum of such lands as set out in 19.1.2 ("initial quantum"), compensation shall include lands of at least sufficient quantum to restore the total quantum of such lands to the initial quantum less any quantum held as credit pursuant to 24.1.18. The initial quantum shall be adjusted to reflect any change to the quantum of settlement lands resulting from an adjustment of municipal boundaries pursuant to 23.5.3.
- 24.1.6** An expropriating authority shall provide the Sahtu Tribal Council with notice of the lands required and an opportunity to negotiate the location, extent and nature of the interest required by the expropriating authority.
- 24.1.7** As a general principle, compensation to be offered for lands shall be the provision of alternative lands of equivalent significance and value as the expropriated lands.
- 24.1.8** Lands offered or awarded as compensation for expropriated lands shall be in the settlement area.
- 24.1.9** Subject to 24.1.5, if the provision of alternative lands of equivalent significance and value is not reasonably possible, or is not agreed upon by the Sahtu Tribal Council and the expropriating authority, compensation shall be in money or any combination of land and money.
- 24.1.10** Where an expropriating authority is unable to provide lands as compensation to the participants, government shall make lands available to the expropriating authority by sale or otherwise providing that lands are available.
- 24.1.11** In determining the value of lands for the purpose of compensation, the value of the lands for the purpose of harvesting of wildlife and the cultural or other special value to participants shall be taken into account.



- 24.1.12** In the event the Sahtu Tribal Council and the expropriating authority do not agree on compensation, the matter shall be referred to arbitration pursuant to chapter 6. Subject to 24.1.5, 24.1.7 and 24.1.8, an arbitrator may make an award in land, money or any combination thereof and, where appropriate, costs and interest. The arbitrator shall not award any land which is subject to a fee simple interest. The arbitrator shall not award any land which is subject to a third party interest, less than a fee simple interest, unless the Sahtu Tribal Council, the expropriating authority and, in the case of lands provided pursuant to 24.1.10, government agree, in which case the third party interest shall continue in accordance with its terms and conditions, including any rights of renewal, replacement, extension of term or transfer associated therewith.
- 24.1.13** The Sahtu Tribal Council and the expropriating authority may agree not to refer the determination of compensation to arbitration but to determine compensation pursuant to the expropriating authority's statutory procedure. In such cases the statutory procedure shall be deemed to include the following:
- (a) service of a notice of intention to expropriate;
  - (b) a requirement to offer compensation;
  - (c) a provision for a compensation hearing;
  - (d) a requirement for compensation in accordance with 24.1.7, 24.1.9 and 24.1.11; and
  - (e) power to award costs with interest.
- 24.1.14** Nothing in this chapter is intended to eliminate or duplicate any legislative requirement for a public hearing or inquiry into the necessity of an expropriation.
- 24.1.15** The provisions of 24.1.12 do not apply to expropriations under the *National Energy Board Act*, R.S. 1985, c. N-7, except that:
- (a) an arbitration committee appointed under that act to determine compensation shall include at least one nominee of the Sahtu Tribal Council;
  - (b) the arbitration committee shall take into account the cultural or other special value of the land to participants in determining the value of the land;
  - (c) the arbitration committee may determine that compensation shall be in the form of land of the expropriating authority, or money, or any combination thereof; and
  - (d) the arbitration committee shall not award any land which is subject to a third party right, title or interest unless the Sahtu Tribal Council, the expropriating authority and, in the case of lands provided pursuant to 24.1.10, government, agree, in which case the third party right, title or interest shall continue, in accordance with its terms and conditions, including any rights of renewal, replacement, extension of term or transfer associated therewith.
- 24.1.16** Any lands which are expropriated shall no longer be settlement lands. Lands acquired by a designated Sahtu organization under these provisions shall be settlement lands.



- 24.1.17 Where lands which have been expropriated are, in the opinion of the expropriating authority, no longer required, the designated Sahtu organization may reacquire such lands at a price to be established by the expropriating authority. The expropriating authority may not dispose of the lands to any person who is not a participant for a price less than that offered first to the designated Sahtu organization. Lands so reacquired by a designated Sahtu organization shall not be settlement lands unless government so agrees.
- 24.1.18 Where government and the Sahtu Tribal Council agree, the selection and conveyance of land to replace expropriated land may be deferred, and the designated Sahtu organization credited for such lands. The designated Sahtu organization may later exchange any such credits for such lands as agreed to by the parties.
- 24.1.19 The designated Sahtu organization shall not be liable for any capital gains tax in respect of the expropriation of settlement lands. Canada shall be liable for any such tax.

**25 LAND AND WATER REGULATION**

**25.1 GENERAL**

**25.1.1** The following principles apply to this chapter:

- (a) an integrated system of land and water management should apply to the Mackenzie Valley;
- (b) the regulation of land and water in the settlement area and in adjacent areas should be co-ordinated; and
- (c) government shall retain the ultimate jurisdiction for the regulation of land and water.

**25.1.2**

- (a) The process of establishing new national parks and national historic parks and sites shall be subject to the land use planning and environmental impact assessment and review provisions of this chapter. The provisions of this chapter with respect to land use planning and the regulation of land and water use shall not apply to national parks and national historic parks and sites administered by the Canadian Parks Service.
- (b) The environmental impact assessment and review provisions of this chapter shall apply to development proposals in national parks, national park reserves and national historic parks and sites.
- (c) Legislation shall provide for co-ordination of the activities of the Land Use Planning Board ("the Planning Board"), the Environmental Impact Review Board ("the Review Board") and the Land and Water Board with the management of national parks and with the activities of bodies to be established pursuant to chapter 16, and with the management of national historic parks and sites and with the activities of bodies to be established pursuant to chapter 17.

**25.1.3**

- (a) The Planning Board described in 25.2 and the Land and Water Board described in 25.4 shall be established as institutions of public government by legislation, not later than two years after the date of settlement legislation, which shall implement the provisions of this chapter and may provide for any other matter consistent with this chapter.
- (b) The costs of the Planning Board, the Review Board and the Land and Water Board shall be the responsibility of government. Each board shall prepare an annual budget, subject to review and approval by government.
- (c) Legislation shall provide for the co-ordination of the activities of the Planning Board, the Review Board, the Land and Water Board, the Renewable Resources Board and the Surface Rights Board.

- (d) Legislation may provide for the reallocation of functions among the Planning Board, the Review Board and the Land and Water Board, provided that:
  - (i) environmental assessment and review shall remain with the Review Board as set out in 25.3; and
  - (ii) the Sahtu Tribal Council shall be consulted during the drafting of any such legislation.
- (e) The Planning Board, the Review Board and the Land and Water Board may establish their own rules of procedure in accordance with legislation.
- (f) The Planning Board, the Review Board and the Land and Water Board shall have, subject to their approved budgets, such staff, professional and technical advisors as are necessary for the proper conduct of their affairs and the boards may determine, where appropriate, to share such staff or advisors among the boards.
- (g) All information in the possession of a government department or agency relevant to a matter before the Planning Board, the Review Board or the Land and Water Board shall be provided, upon request, to such board.
- (h) Subject to any quorum requirements set out in legislation, a vacancy in the membership of a board does not impair the right of the remainder to act.

25.1.4

- (a) The legislation implementing the provisions of this chapter shall provide for a method of monitoring the cumulative impact of land and water uses on the environment in the Mackenzie Valley, and for periodic, independent, environmental audits which shall be made public.
- (b) If any board or similar body is established by such legislation to carry out the monitoring and audit functions referred to in (a) in the settlement area, the participants shall be entitled to a meaningful role in such board or agency to be set out in legislation, after consultation with the Sahtu Tribal Council.
- (c) If the monitoring or environmental audit functions referred to in (a) are carried out in the settlement area by a department of government, the department shall do so in consultation with the Sahtu Tribal Council.

25.1.5

Where the Planning Board, the Review Board or the Land and Water Board has the authority to enter into contracts or similar arrangements, the Sahtu Tribal Council shall not be disqualified from entering into such contracts or arrangements solely by virtue of the presence of nominees of the Sahtu Tribal Council on the board.

25.1.6

Where the Planning Board, the Review Board or the Land and Water Board is required to make a decision which may affect an area which is being used by aboriginal persons who are party to an adjacent comprehensive land claim agreement in the Northwest Territories, the aboriginal party to the adjacent comprehensive land claim agreement shall have the right to have representation on the board. Each board shall determine how to implement this provision provided that the proportional representation of aboriginal groups and government, not including the chairperson, be maintained.

**25.2 LAND USE PLANNING**

- 25.2.1** The Planning Board shall have jurisdiction, in accordance with the provisions of this agreement, for developing a land use plan for the settlement area and for reviewing and proposing approvals, exceptions and amendments to the plan. The Planning Board shall have regard to any land use plan preparation work undertaken in the settlement area prior to the date of establishment of the Planning Board.
- 25.2.2** The Planning Board shall have equal membership from nominees of the Sahtu Tribal Council and of government, not including the chairperson.
- 25.2.3** The head office of the Planning Board shall be in the settlement area.
- 25.2.4** The following principles shall guide land use planning in the settlement area:
- (a) the purpose of land use planning is to protect and promote the existing and future well-being of the residents and communities of the settlement area having regard to the interests of all Canadians;
  - (b) special attention shall be devoted to:
    - (i) protecting and promoting the existing and future social, cultural and economic well-being of the participants;
    - (ii) lands used by participants for harvesting and other uses of resources; and
    - (iii) the rights of participants under this agreement;
  - (c) water resources planning is an integral part of land use planning;
  - (d) land use planning shall directly involve communities and designated Sahtu organizations; and
  - (e) the plan developed through the planning process shall provide for the conservation, development and utilization of land, resources and waters.
- 25.2.5** Land use planning within local government boundaries shall be the responsibility of the local or territorial government. The local or territorial government shall consult with the relevant Sahtu community in the development of a community plan.
- 25.2.6** The participants may prepare a land use plan or plans for settlement lands in the settlement area which shall be considered by the Planning Board.
- 25.2.7** Any person may apply to the Planning Board for an exception or amendment to the plan to allow a proposed use.
- 25.2.8** Decisions of the Planning Board in respect of the land use plan shall be subject to approval by government in a manner to be provided in legislation.



- 25.2.9 Upon approval of a land use plan, those authorities with jurisdiction to grant licences, permits, leases or interests relating to the use of land and water in the settlement area shall conduct their activities and operations in accordance with the plan.
- 25.2.10 The Planning Board may liaise and co-ordinate its plan, or co-operate in land use planning, with the appropriate land-use planning bodies in adjacent regions, including the Inuvialuit Settlement Region, the Gwich'in Settlement Area and the Nunavut Settlement Area. Any co-operative land use plans shall be subject to approval by government in a manner to be provided in legislation.
- 25.3 ENVIRONMENTAL IMPACT ASSESSMENT AND REVIEW
- 25.3.1 All development proposals in the Mackenzie Valley, including development proposals in relation to Sahtu lands, shall be subject to the process of environmental impact assessment and review as set out in 25.3.
- 25.3.2 (a) For the purposes of this agreement, the Environmental Impact Review Board ("the Review Board") established by legislation to implement the environmental impact and review provisions of the Gwich'in agreement shall be the Review Board referred to in this agreement.
- (b) The Review Board shall have equal membership from nominees of aboriginal groups and of government, not including the chairperson. No less than one member of the Board shall be a nominee of the Sahtu Tribal Council.
- 25.3.3 (a) Legislation may provide
- (i) for development proposals or classes thereof which are exempt from the process of environmental impact assessment and for the amendment of any such exemptions; and
- (ii) for a preliminary screening of development proposals by any government department or board, in order to determine whether any assessment is required.
- (b) Legislation shall provide that a development proposal which would otherwise be exempt from assessment may be assessed if, in the opinion of the Review Board, it is considered to be of special environmental concern by reason of its cumulative effects or otherwise.
- 25.3.4 A development proposal in the settlement area or which may impact upon the settlement area may be referred for assessment to the Review Board by the Sahtu Tribal Council or any governmental authority, and by the Review Board on its own motion.
- 25.3.5 (a) Subject to 25.3.3(a), a development proposal shall be assessed by the Review Board in order to determine whether the proposed development will likely have a significant adverse impact on the environment or will likely be a cause of significant public concern. In making its determination the Review Board may consider terms and conditions to the proposed development which would prevent significant adverse impact on the environment and may recommend the imposition of such terms and conditions to the Minister. Such terms and conditions shall be subject to review pursuant to 25.3.14.

- (b) Where the Review Board determines that the proposed development will likely have a significant adverse impact on the environment or will likely be a cause of significant public concern, the Review Board shall determine that the proposed development be subject to an environmental impact review.
- (c) No licence or approval that would have the effect of permitting a development proposal to proceed shall be issued in respect of the proposal until the processes referred to in (a) and (b), and 25.3.7 or 25.3.8 have been completed.

**25.3.6** Notwithstanding a determination by the Review Board that a review is not required, the Minister may direct that an environmental impact review be conducted.

- 25.3.7**
- (a) Where the Review Board determines that a development proposal wholly within the Mackenzie Valley should be subject to an environmental impact review, or where the Minister issues a direction under 25.3.6 in respect of a development proposal wholly within the Mackenzie Valley, the review shall be conducted, subject to 25.3.8, by a panel of the Review Board.
  - (b) The Review Board panel may include persons appointed by the Review Board because of their special expertise.
  - (c) When the Review Board conducts a review, the Sahtu Tribal Council shall be entitled to nominate members of the Review Board panel, as follows:
    - (i) 50 percent of the members, not including the chairperson, where the Review Board has determined that the likely significant adverse impact or likely cause of significant public concern is wholly within the settlement area;
    - (ii) where the Review Board has determined that the likely significant adverse impact or likely cause of significant public concern is predominantly within the settlement area, that number which together with the number of members, if any, entitled to be nominated by any other aboriginal groups pursuant to comprehensive land claim agreements, shall constitute 50 percent of the members, not including the chairperson, provided that in no event shall the Sahtu Tribal Council be entitled to nominate less than two members; or
    - (iii) in all other cases, where the Review Board has determined that the impact of a development proposal is partially within the settlement area, one member.

- 25.3.8**
- (a) Where a public review of a development proposal wholly within the Mackenzie Valley is to be conducted pursuant to the *Canadian Environmental Assessment Act*, S.C. 1991-1992 (3rd Sess.), c.37, the Canadian Environmental Assessment Agency (CEAA) and the Review Board shall consult and shall establish a joint review panel in lieu of separate review panels.
  - (b) The provisions of 25.3.7(c) shall not apply to the selection of Review Board nominees to the joint review panel.
  - (c) The joint review panel shall produce a report and recommendations which shall be submitted to the Ministers concerned.

- 25.3.9** Where a public review of a development proposal which overlaps the settlement area and an adjacent area is to be conducted pursuant to the *Canadian Environmental Assessment Act*, S.C. 1991-1992 (3rd Sess.), c.37, nominees put forward by the relevant aboriginal group or groups, including the Sahtu Tribal Council, shall be no less than one quarter of the members of the CEAA panel, not including the chairperson.
- 25.3.10** The members of the Review Board or any review panel shall be free of any conflict of interest relative to the development proposal; however, no member shall be disqualified solely on the ground of being a participant.
- 25.3.11** Legislation shall provide the Review Board with the power to subpoena witnesses and documents in carrying out its responsibilities.
- 25.3.12** An environmental impact review shall have regard to:
- (a) the protection of the existing and future economic, social and cultural well-being of the residents and communities in the Mackenzie Valley;
  - (b) the protection of the environment from significant adverse impact from the proposed development; and
  - (c) in cases where the proposed development will likely result in a significant adverse impact on the environment, the need for mitigative or remedial measures.
- 25.3.13** An environmental impact review shall include:
- (a) the submission by the proponent of an impact statement in accordance with any guidelines established by the Review Board or the panel;
  - (b) such analysis by the Review Board or the panel as is considered appropriate;
  - (c) public consultation or hearings in affected communities; and
  - (d) a report resulting from the review to the Minister with a recommendation that a development proposal be approved, with or without conditions, or rejected.
- 25.3.14**
- (a) The Minister shall consider the report and recommendation of the Review Board under 25.3.5(a) or 25.3.13(d) or of the joint review panel under 25.3.8.
  - (b) In the case of the Review Board, the Minister may accept the recommendation, may refer the recommendation back for further consideration or, after consulting with the Review Board, accept with modifications or reject the recommendation.
  - (c) In the case of a joint review panel, the Minister may accept the recommendation, accept it with modifications or reject the recommendation.
  - (d) The Minister may consider information not before the Review Board or the joint review panel, and matters of public interest not considered by the Review Board or the joint review panel. Any new facts bearing on the environmental impact of the development proposal considered by the Minister shall be identified by the Minister in consultation with the Review Board.



- 25.3.15** Written reasons, which shall be public, shall be given for all decisions and recommendations under 25.3.
- 25.3.16** Except in the case of an agency described in 25.3.17, any decision of the Minister pursuant to 25.3.14 shall be implemented by the Land and Water Board and by each department and agency of government responsible for issuing a licence, permit or other authorization in respect of the development proposal to the extent of the legislative authority of each department and agency.
- 25.3.17** (a) Where the report described in 25.3.13(d) or the recommendations in 25.3.5(a) concern a development proposal in respect of which an independent regulatory agency may issue a permit, licence, certificate or other approval, the report or the recommendations shall be forwarded to that agency as well as to the Minister. The agency shall deal with the report and recommendations in the same manner as the Minister under 25.3.14. The provisions of 25.3.15 and 25.3.18 shall apply to the agency with such modifications as the circumstances require. The agency shall implement any recommendations it accepts, to the extent of its legislative authority.
- (b) In (a),
- "independent regulatory agency" means a statutory body which, in the exercise of regulatory or licensing powers, is not subject to specific control or direction by government notwithstanding that it may be subject to general direction whether by guidelines, regulations or directives, or that its decisions may be subject to approval, variance or rescission by government.
- 25.3.18** All parts of this process shall be carried out in a timely manner.
- 25.3.19** (a) After the date of settlement legislation, where there is a public review, pursuant to the *Canadian Environmental Assessment Act*, S.C. 1991-1992 (3rd Sess.), c.37, of a development proposal which is in the settlement area or which may have an effect on the settlement area, the Minister of the Environment shall appoint one member to the review panel from a list of persons nominated by the Sahtu Tribal Council.
- (b) The Canadian Environmental Assessment Agency shall consult the Sahtu Tribal Council throughout the assessment and review stages of a development proposal in (a).

## **25.4 REGULATION OF LAND AND WATER USE**

### Land and Water Board (Settlement Area)

- 25.4.1** A single Land and Water Board shall be established to regulate land and water use throughout the settlement area, including Sahtu lands in the settlement area.
- 25.4.2** (a) The objective of the Land and Water Board is to provide for conservation, development and utilization of the land and water resources of the settlement area in a manner that will provide the optimum benefit therefrom for present and future residents of the settlement area and the Mackenzie Valley and for all Canadians.
- (b) In 25.4, "land" means the surface of land.



- 25.4.3** The decisions of the Land and Water Board shall be subject to review by the Minister in a manner to be provided in legislation.
- 25.4.4** Legislation may provide the Land and Water Board with the power to subpoena witnesses and documents in carrying out its responsibilities.
- 25.4.5**
- (a) The Land and Water Board shall have the following powers:
    - (i) issue, amend or renew licences, permits and authorizations and the terms and conditions attaching thereto for all uses of land and water, including those uses necessary for the exercise of subsurface rights, except where those powers are exercised by a municipality or local government with respect to land within such local government boundaries;
    - (ii) oversee compliance with its decisions through inspections or otherwise, provided there shall be no duplication of the compliance system as between the Land and Water Board and other government agencies or departments;
    - (iii) enforce or secure compliance with its decisions by the suspension or cancellation of licences, permits and authorizations and such other methods as may be provided by legislation;
    - (iv) establish policies and guidelines applicable to its licences, permits and authorizations;
    - (v) hold public consultations and hearings in communities in relation to any matter within its jurisdiction;
    - (vi) establish procedures for the conduct of its business, including public hearings;
    - (vii) propose changes to legislation in respect of land or water use to the Minister, and be consulted by the Minister on any proposed such legislation; and
    - (viii) establish rules and procedures, including reasonable fixed time limits, for the negotiation of agreements under 20.1.15.
  - (b) Legislation may provide for the exemption from any requirement for a licence, permit or other authorization of particular uses of land or water.
  - (c) Legislation shall provide for reasonable notice to affected communities and to designated Sahtu organizations of any application to the Land and Water Board for a licence, permit or authorization for a land or water use in the settlement area.
  - (d) Legislation may provide for the co-ordination of the activities of the Land and Water Board with other government agencies, departments and boards with responsibilities for the regulation of land and water use.

Land and Water Board (For Area Larger Than Settlement Area)

- 25.4.6**
- (a) Where, by legislation, any other Land and Water Board has jurisdiction in an area which includes the settlement area, it shall assume the powers and responsibilities of the Land and Water Board in 25.4.1 and shall become the Land and Water Board for the purposes of this agreement.
  - (b) Legislation may provide for regional panels of the Land and Water Board in (a).
  - (c) The Sahtu Tribal Council shall be consulted with respect to any such legislation.

Membership

- 25.4.7**
- (a) There shall be equal membership from nominees of the Sahtu Tribal Council and government, not including the Chairperson, on the Land and Water Board established pursuant to 25.4.1 and on any regional panel established pursuant to 25.4.6(b) for the settlement area.
  - (b) In the case of a Land and Water Board established pursuant to 25.4.6(a), such Land and Water Board shall have no less than one member who is a nominee of the Sahtu Tribal Council.

**25.5** INTERIM MEASURE

**25.5.1** After the date of settlement legislation and prior to the enactment of the legislation establishing the Land and Water Board referred to in 25.4.1, no permit, licence or authorization for land or water use in the settlement area shall be issued by government without at least 30 days' notice to the Sahtu Tribal Council provided that the 30-days period may be reduced where it would be inconsistent with any provision contained in legislation.

**25.5.2** Prior to the establishment of a Land and Water Board,

- (a) notwithstanding the definition of territorial lands in the Territorial Land Use Regulations, settlement lands remain subject to the Territorial Land Use Regulations, except that no application for a land use permit to be issued by government with respect to Sahtu lands shall be accepted without:
  - (i) the consent of the Sahtu Tribal Council;
  - (ii) an order of the Surface Rights Board; or
  - (iii) a decision of the Arbitration Panel related to rights of access;
- (b) nominees of the Sahtu Tribal Council shall, together with nominees of the Gwich'in Tribal Council where appropriate, form half of the members of the Lands Advisory Committee established by the Northern Affairs Program of the Department of Indian Affairs and Northern Development; and
- (c) a nominee of the Sahtu Tribal Council shall be appointed to the body established to advise the Northwest Territories Water Board.

- 25.5.3
- (a) Prior to the establishment of the Environmental Impact Review Board, all development activities on Sahtu lands shall be subject to the governmental environmental impact and assessment and review process which may exist at the time.
  - (b) The Sahtu Tribal Council shall be entitled to nominate a member for appointment to the Regional Environmental Review Committee.

## **26 HERITAGE RESOURCES**

### **26.1 GENERAL**

#### **26.1.1 In this chapter,**

"Sahtu heritage resources" means heritage resources which relate to the history and culture of the participants.

**26.1.2** Sahtu heritage resources provide a record of participants use and occupancy of the settlement area through time and are of spiritual, cultural, religious or educational significance to the participants.

**26.1.3** Sahtu heritage resources in the Northwest Territories, including such sites and places within national parks, shall be protected and preserved pursuant to legislation and policies in place from time to time.

**26.1.4** The Sahtu Tribal Council shall be consulted in the formulation of government policy and legislation with respect to Sahtu heritage resources in the Mackenzie Valley.

**26.1.5** A Sahtu burial site in the settlement area shall not be disturbed except after consultation with the Sahtu Tribal Council and after appropriate measures have been taken to respect the dignity of the site.

**26.1.6** The sites set out in the schedule to this chapter are sacred to the participants and, for greater certainty, are heritage resources.

### **26.2 MANAGEMENT OF HERITAGE RESOURCES**

**26.2.1** Heritage resource management decisions and policies with respect to the use and protection of Sahtu heritage resources shall take into account the cultural values of the participants.

**26.2.2** The Sahtu Tribal Council shall be actively involved in the conservation and management of Sahtu heritage resources. Such involvement shall be consistent with the maintenance of the integrity of public archives and national and territorial heritage resources collections.

**26.2.3** The Sahtu Tribal Council shall have the responsibility for managing Sahtu historic sites and burial sites which are on Sahtu lands, unless otherwise agreed.

**26.2.4** The Sahtu Tribal Council shall have an opportunity to be represented on any boards, agencies or committees established in the Mackenzie Valley by government to administer or protect Sahtu heritage resources. The Sahtu Tribal Council shall be consulted with respect to the implementation of this provision prior to the establishment of any such board, agency or committee.

**26.2.5** As part of the review of land use permit applications, such applications shall be forwarded to the Sahtu Tribal Council and the government agency responsible for heritage resources for their advice respecting the presence of heritage resources on the lands included in the application and any conditions to be attached to the land use permit.



- 26.2.6** (a) Prior to issuing archaeologists permits in respect of Sahtu heritage resources, government shall consult the Sahtu Tribal Council. Such permits shall specify procedures to be followed by the permit holder including:
- (i) plans and methods for site protection or restoration, where applicable;
  - (ii) consultation with the designated Sahtu organization of the local Sahtu community or communities;
  - (iii) disposition of materials extracted; and
  - (iv) submission of a technical and a non-technical report on the work completed.
- (b) In addition to the requirements set out in (a), no archaeologists permits in respect of heritage resources on Sahtu lands shall be issued without the consent of the Sahtu Tribal Council.
- 26.2.7** (a) In appropriate cases, artifacts and records relating to the heritage of the participants which have been removed from the settlement area should be returned to the settlement area or the Northwest Territories for the benefit, study and enjoyment of the participants and all other residents of the Northwest Territories.
- (b) Government and the participants agree to work together towards the attainment of the objective in (a) provided that appropriate facilities and expertise exist in the settlement area for the proper maintenance and exhibition of such artifacts and records and consistent with the maintenance of the integrity of public archives and national and territorial heritage collections.
- (c) Sahtu heritage resources may be housed and exhibited in appropriate aboriginal facilities as well as in other public institutions.
- 26.2.8** The participants shall have preference in being hired at public sites, museums, heritage resource projects, archaeological works and similar public facilities and projects in the settlement area related to Sahtu heritage resources, in a manner to be set out in the protected area agreement or, where there is no protected area agreement, in the management or work plans for the public sites, museums, projects, facilities and works referred to in this chapter. The Sahtu Tribal Council shall be consulted in the development of such plans.
- 26.2.9** Where government prepares public information material with respect to protected areas and the facilities and projects referred to in 26.2.8, appropriate recognition shall be given to the culture and history of the participants.
- 26.3** PLACE NAMES
- 26.3.1** The participants have traditionally referred to certain lakes, rivers, mountains and other geographic features and locations in the settlement area by traditional or aboriginal names. Upon request of the Sahtu Tribal Council, the official name of such a place shall be reviewed and the traditional name used by the participants may be recognized in accordance with the applicable government procedures and policies including the toponymic policy of the Government of the Northwest Territories.

**26.3.2** The Sahtu Tribal Council shall be consulted on any proposed new name or any proposed change of a place name within the settlement area.

**26.4 SAHTU HERITAGE PLACES AND SITES**

**26.4.1** A joint working group shall be established, at a date to be set out in the implementation plan, and shall continue for a period of not more than two years from that date, unless otherwise agreed.

**26.4.2** The joint working group shall have five members:

- (a) two members appointed by government;
- (b) two members appointed by the Sahtu Tribal Council; and
- (c) one member, to serve as chairperson, selected by the other four members.

**26.4.3** The joint working group shall consider and make recommendations to the appropriate Minister or government agency and to the Sahtu Tribal Council with respect to the following Sahtu heritage places and sites:

- (a) the Ramparts;
- (b) Scented Grass Hills;
- (c) Grizzly Bear Mountain;
- (d) Red Dog Mountain;
- (e) the Site of Sir John Franklin's 1825 Wintering Quarters;
- (f) Loon River/Fort Anderson Trail; and
- (g) such other Sahtu heritage places and sites as may be agreed by the joint working group.

- 26.4.4**
- (a) The costs of the joint working group shall be the responsibility of government. The joint working group shall prepare an annual budget, subject to review and approval by government.
  - (b) Any financial obligations which follow from accepting the recommendations of the joint working group shall not be a cost of implementing this agreement.

SAHTU DENE AND METIS SACRED SITES

[TO BE COMPLETED BY THE PARTIES]

**27 SURFACE RIGHTS BOARD**

**27.1 GENERAL**

**27.1.1** A Surface Rights Board ("the Board"), established as an institution of public government by legislation, shall have jurisdiction over matters relating to surface entry and compensation as set out in this agreement or legislation.

**27.1.2** Members of the Board shall be residents of the Northwest Territories. When dealing with Sahtu lands, the Board shall act through a panel of its members at least one of whom shall be a resident of the settlement area.

**27.1.3** The costs of the Board shall be the responsibility of government. The Board shall prepare an annual budget, subject to review and approval by government.

**27.2 POWERS AND RESPONSIBILITIES**

**27.2.1** The Board shall have jurisdiction to hear and determine any matter referred to it in this agreement and assigned to it by legislation including the power to:

- (a) receive submissions for dispute resolution when the holders of surface or subsurface commercial interests do not reach an agreement regarding the use of the surface with the owner or occupier of the surface;
- (b) grant right-of-entry orders whether or not compensation for entry has been determined, but the Board may not refuse to grant a right-of-entry order where an applicant has a right of access to Sahtu lands;
- (c) attach conditions to right-of-entry orders which are not inconsistent with the approved terms and conditions pursuant to 25.3 and 25.4 and such conditions may include rights of the owner or occupier of the surface to verify the authorized use of the surface;
- (d) determine compensation for the use of the surface;
- (e) determine compensation for unforeseen damage resulting from entry;
- (f) prescribe rules and procedures for any negotiations required by this agreement, including the establishment of a reasonable time period for negotiations, subject to any limits prescribed by legislation, after which applications may be made for a right-of-entry order;
- (g) periodically review any right-of-entry order, any terms and conditions thereof, and compensation;
- (h) terminate a right-of-entry order, after a hearing, where lands are no longer being used for the purpose authorized; and
- (i) award costs.



**27.2.2** In determining compensation payable in respect of Sahtu lands, the Board shall consider all relevant factors, including:

- (a) the market value of the land;
- (b) loss of use of the land to participants;
- (c) effect on wildlife harvesting;
- (d) adverse effect of the use upon lands retained by participants;
- (e) damage which may be caused to the land used;
- (f) nuisance, inconvenience and noise;
- (g) the cultural and other special value of the land to participants;
- (h) the cost associated with any inspection rights set out in a right-of-entry order; and
- (i) such other factors as may be provided for in the legislation;

but shall not consider the reversionary value of the land after the use terminates, or any entry fee payable.

**27.2.3** Prior to exercising a right-of-entry order on Sahtu lands, the holder of a surface or subsurface interest shall be required to pay to the designated Sahtu organization an entry fee, to be prescribed by legislation, and 80 percent of the last compensation offer made before the matter was referred to the Board.

**27.2.4** A compensation hearing in respect of Sahtu lands shall be held not later than 30 days from the date of the right-of-entry order.

### **27.3** INTERIM MEASURE

**27.3.1** In the event that surface rights legislation is not in effect by the date of settlement legislation, any matter which is to be determined by the Surface Rights Board pursuant to this agreement shall, until such time as surface rights legislation is in effect, be determined by arbitration pursuant to the provisions of chapter 6, except that where the resolution of any matter respecting the exploration, development and production of minerals is provided for in legislation, such legislation shall apply until such time as surface rights legislation comes into effect.

**28 OTHER ABORIGINAL CLAIMS**

**28.1 RECIPROCAL RIGHTS WITH THE INUVIALUIT**

**28.1.1** The participants have the right to harvest those species of wildlife which they have traditionally harvested within those areas of the Western Arctic Region which have been traditionally used by the participants to harvest wildlife.

**28.1.2** The rights of participants to harvest wildlife pursuant to 28.1.1 are subject to legislation applicable to Inuvialuit harvesters pursuant to the Inuvialuit Final Agreement.

**28.1.3** The Inuvialuit have the right to harvest those species of wildlife which they have traditionally harvested within those areas of the settlement area which have been traditionally used by the Inuvialuit to harvest wildlife.

**28.1.4** For greater certainty, the rights of the Inuvialuit to harvest wildlife in the settlement area are subject to this agreement and to legislation applicable to participants.

**28.1.5** Nothing in 28.1 is intended to affect the rights of the participants and the Inuvialuit to share wildlife resources and to enter into agreements with each other with respect to harvesting and wildlife management as recognized in clause 14 (15) of the Inuvialuit Final Agreement.

**28.2 RECIPROCAL RIGHTS WITH THE INUIT**

**28.2.1** Participants have the right to harvest wildlife within those areas of the Nunavut Settlement Area which they have traditionally used and continue to use for that purpose.

**28.2.2** The right of participants to harvest wildlife pursuant to 28.2.1 shall be on the same basis and subject to the same conditions that apply to Inuit.

**28.2.3** Inuit have the right to harvest wildlife within those areas of the settlement area which they have traditionally used and continue to use for that purpose.

**28.2.4** The right of Inuit to harvest wildlife pursuant to 28.2.3 shall be on the same basis and subject to the same conditions that apply to participants.

**28.2.5** The rights in 28.2 may be limited by agreement between a designated Sahtu organization and the Inuit.

**28.3 OTHER AGREEMENTS**

**28.3.1** Notwithstanding 13.4.6, the Sahtu Tribal Council may, pursuant to a sharing agreement with an adjacent aboriginal group, agree to share with the persons in such group wildlife harvesting and wildlife management rights under this comprehensive land claim agreement, provided that no such sharing agreement shall adversely affect the rights of persons who are not party to that sharing agreement.

**29 IMPLEMENTATION**

**29.1 IMPLEMENTATION PLAN**

**29.1.1** An implementation plan accompanies this agreement for the purpose of explanation but does not form part of it. It has been approved by Canada, the participants and the Government of the Northwest Territories in order to describe:

- (a) the obligations and activities required to fulfil this agreement;
- (b) who is responsible for, and the time frames required to fulfil, the obligations and the activities identified;
- (c) employment opportunities and training needs for the participants to participate in the implementation of this agreement;
- (d) legislative requirements arising from the provisions of this agreement;
- (e) a communication and information strategy to inform interested parties of the content of the implementation plan and this agreement;
- (f) a process to facilitate co-ordination and co-operation among Canada, the participants and the Government of the Northwest Territories to implement the implementation plan and this agreement;
- (g) a process to determine that the identified obligations and activities have been fulfilled; and
- (h) the costs of implementing this agreement.

**29.2 IMPLEMENTATION COMMITTEE**

**29.2.1** Within one month of the date of settlement legislation, an Implementation Committee shall be established for a minimum 10-year period.

**29.2.2** The Implementation Committee shall be composed of three senior officials: one representing the Government of Canada designated by the Minister of Indian and Northern Affairs; one designated by the Government of the Northwest Territories; and one designated by the Sahtu Tribal Council.

**29.2.3** The Implementation Committee shall operate on a consensus basis and shall:

- (a) oversee and provide direction to guide the implementation of this agreement;
- (b) monitor the status of the implementation plan;
- (c) when it deems necessary, revise the schedule of activities, reallocate resources and amend the implementation plan;
- (d) attempt to resolve implementation disputes arising between the parties. Unresolved implementation disputes shall be resolved pursuant to arbitration under chapter 6;

- (e) provide the Minister of Indian and Northern Affairs, the Government Leader of the Northwest Territories and the Sahtu Tribal Council with an annual report, which shall be made public, on the implementation of this agreement; and
- (f) make recommendations for the implementation of this agreement for the period following the initial 10-year period, including the role of the committee.





## APPENDIX A

### DESCRIPTION AND MAP OF THE SETTLEMENT AREA

In the Northwest Territories;  
in the District of Mackenzie;

All that parcel of land more particularly described as follows, all topographic features hereinafter referred to being according to:

edition 3 of the Rivière Grandin map sheet number 86 D of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 3 of the Leith Peninsula map sheet number 86 E of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Mines and Technical Surveys, at Ottawa;

edition 1 of the Yanik Lake map sheet number 86 E/7 of the National Topographic System, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 1 of the Fishtrap Lake map sheet number 86 E/8 of the National Topographic System, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Mines and Technical Surveys, at Ottawa;

edition 1 of the Rainy Lake map sheet number 86 E/9 of the National Topographic System, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Mines and Technical Surveys, at Ottawa;

edition 4 of the Calder River map sheet number 86 F of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 2 (1977) of the Hepburn Lake map sheet number 86 J of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E., at Ottawa;

edition 2 (1977) of the Sloan River map sheet number 86 K of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E., at Ottawa;

edition 1 of the Bebensee Lake map sheet number 86 M of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E., at Ottawa;

edition 3 of the Dismal Lakes map sheet number 86 N of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 2 of the Glacier Lake map sheet number 95 L of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 3 of the Wrigley Lake map sheet number 95 M of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 4 of the Dahadinni River map sheet number 95 N of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 1 of the unnamed map sheet number 95 N/16 of the National Topographic System, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 3 of the Johnny Hoe River map sheet number 96 A of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 2 of the Blackwater Lake map sheet number 96 B of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E., at Ottawa;

edition 1 of the Modeste Creek map sheet number 96 B/2 of the National Topographic System, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 1 of the Blackwater Lake North map sheet number 96 B/3 of the National Topographic System, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Mines and Technical Surveys, at Ottawa;

edition 1 of the Fort Norman map sheet number 96 C of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E., at Ottawa;

edition 2 of the Birch Island map sheet number 96 C/1 of the National Topographic System, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Mines and Technical Surveys, at Ottawa;

edition 4 of the Aubry Lake map sheet number 96 M of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 3 of the Lac Maunoir map sheet number 96 N of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 3 of the Horton Lake map sheet number 96 O of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 2 of the Bloody River map sheet number 96 P of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 2 of the Little Nahanni River map sheet number 105 I of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 2 of the Niddery Lake map sheet number 105 O of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 2 of the Sekwi Mountain map sheet number 105 P of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 2 of the Bonnet Plume Lake map sheet number 106 B of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 2 of the Ramparts River map sheet number 106 G of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 1 of the unnamed map sheet number 106 G/15 of the National Topographic System, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 2 of the Ontaratue River map sheet number 106 J of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 2 of the Travaillant Lake map sheet number 106 O of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 3 of the Canot Lake map sheet number 106 P of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 2 of the unnamed map sheet number 106 P/12 of the National Topographic System, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

edition 2 of the unnamed sheet number 106 P/13 of the National Topographic System, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

Commencing at the point of intersection of the southerly boundary of the Inuvialuit Settlement Region with the westerly boundary of the Nunavut Settlement Area at latitude 68°00'00"N and longitude 120°40'51"W;



- thence southwesterly along said boundary of the Nunavut Settlement Area to its intersection with longitude 115°55'00"W at approximate latitude 66°39'58"N;
- thence southwesterly in a straight line to the intersection of the south bank of Tilchuse River with longitude 117°35'00"W at approximate latitude 65°52'28"N;
- thence south in a straight line to the intersection of said longitude with the north bank of Calder River at approximate latitude 65°35'04"N;
- thence westerly along said bank of Calder River to its intersection with the north bank of Clut Lake at approximate latitude 65°34'04"N and approximate longitude 117°37'00"W;
- thence westerly and southerly along the sinuosities of the bank of said lake and Grouard Lake to its intersection with the north bank of an unnamed stream at approximate latitude 65°26'34"N and approximate longitude 117°57'27"W;
- thence westerly along the bank of said stream to its intersection with latitude 65°26'30"N at approximate longitude 117°57'49"W;
- thence west in a straight line to the intersection of said latitude with longitude 118°58'00"N, excluding therefrom the beds of Fishtap Lake and Kway Cha Lake;
- thence southwesterly in a straight line to the intersection of latitude 65°10'30"N and longitude 119°34'00"W;
- thence southeasterly in a straight line to the intersection of latitude 65°00'00"N with longitude 119°06'00"W;
- thence southwesterly in a straight line to the intersection of latitude 64°01'00"N with the east bank of an unnamed stream at approximate longitude 121°14'30"W;
- thence northerly along the sinuosities of the bank of said stream to its intersection with the south bank of the Johnny Hoe River at approximate latitude 64°04'40"N and approximate longitude 121°21'28"W;
- thence due north in a straight line from said intersection to the north bank of said river;
- thence northerly along the bank of said river to its intersection with latitude 64°15'00"N at approximate longitude 121°37'45"W;
- thence westerly in a straight line to the intersection of latitude 64°10'25"N with the east bank of an unnamed stream at approximate longitude 123°00'47"W;
- thence west in a straight line to the intersection of said latitude with the west bank of said stream at approximate longitude 123°01'04"W;
- thence southerly along the bank of said stream and continuing along the sinuosities of the north bank of Blackwater Lake to the most westerly extremity of a point of land at approximate latitude 64°10'21"N and approximate longitude 123°03'13"W;
- thence westerly in a straight line to the intersection of latitude 64°10'00"N with longitude 123°37'00"W;
- thence westerly in a straight line to the intersection of latitude 64°05'00"N with longitude 124°07'30"W;
- thence southwesterly in a straight line to the intersection of latitude 63°22'00"N and longitude 125°43'00"W;

thence southwesterly in a straight line to the intersection of latitude 62°50'00"N and longitude 126°25'30"W;

thence southwesterly in a straight line to the intersection of latitude 62°28'00"N and longitude 128°01'30"W;

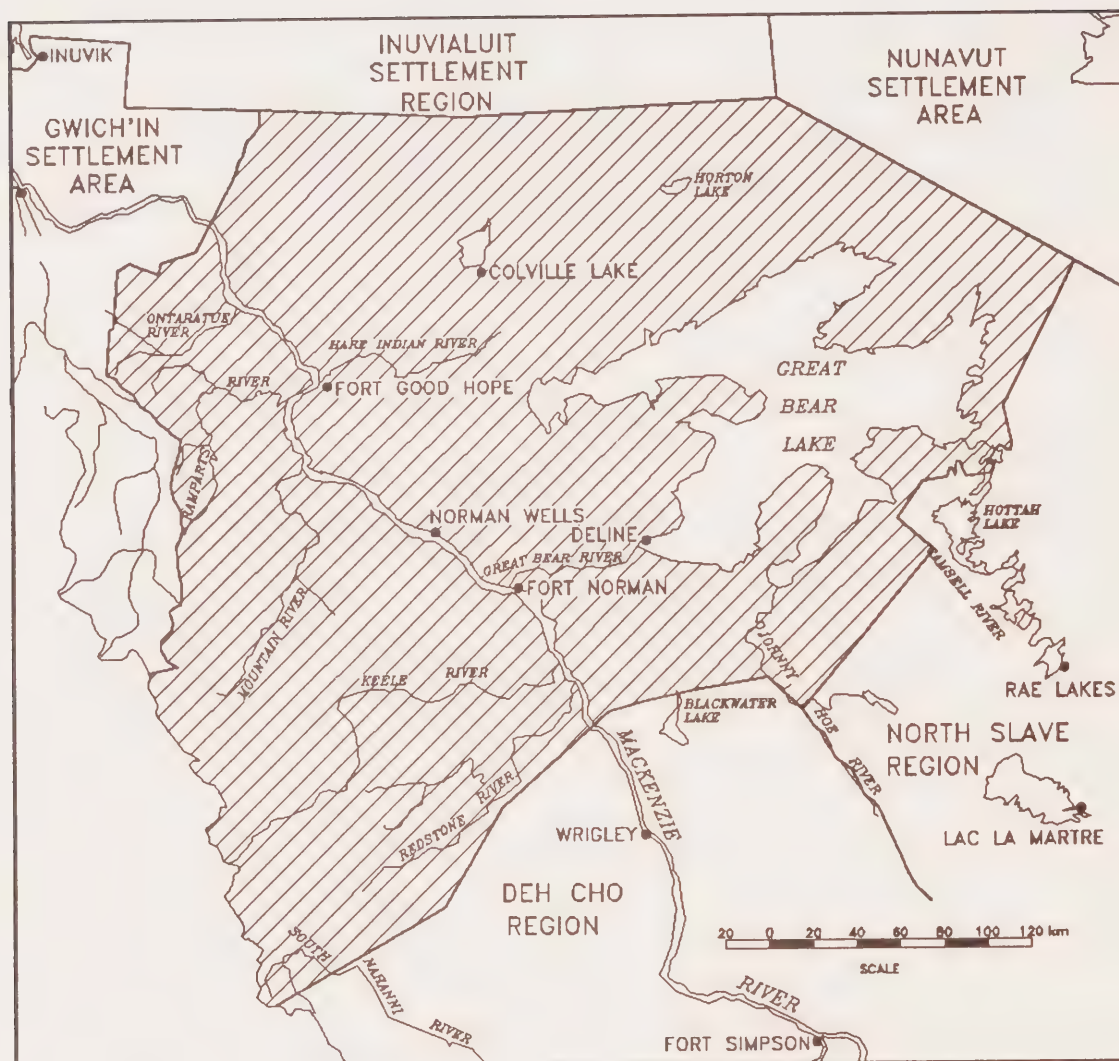
thence southwesterly in a straight line to the intersection of longitude 129°10'00"W with the Yukon Territory/Northwest Territories Boundary at approximate latitude 62°07'25"N;

thence northerly along said boundary to its intersection with the south boundary of the Gwich'in Settlement Area at latitude 64°20'00"N and approximate longitude 131°04'03"W;

thence northeasterly along said boundary to its intersection with the south boundary of the Inuvialuit Settlement Region at latitude 68°00'00"N and approximate longitude 129°45'43"W;

thence east to the point of commencement.

MAP OF THE SETTLEMENT AREA



## APPENDIX B

### SELF-GOVERNMENT FRAMEWORK AGREEMENT

- WHEREAS the ancestors of the Dene and Metis of the Sahtu region have traditionally used and occupied lands in the Northwest Territories from time immemorial;
- WHEREAS nothing in the agreement is to be construed to affect any aboriginal or treaty right to self-government which the Sahtu Dene and Metis may have;
- AND WHEREAS the agreement provides for the negotiation of self-government agreements between the Sahtu Dene and Metis and government;

#### NOW THEREFORE IT IS AGREED:

##### 1 OBJECTIVES

- 1.1 Government shall enter into negotiations with the Sahtu Dene and Metis pursuant to this framework agreement with a view to concluding self-government agreements which enable the Sahtu Dene and Metis to govern their affairs and to administer resources, programs and services, as appropriate to the circumstances of the Sahtu Dene and Metis.
- 1.2 Self-government agreements shall be in conformity with the Constitution of Canada.
- 1.3 The objectives of self-government agreements shall be to describe the nature, character and extent of self-government, the relationship between government and Sahtu Dene and Metis institutions and to accommodate Sahtu Dene and Metis self-government within the framework of public government.
- 1.4 The objective of this framework agreement is to set out the principles, process and matters for negotiation in self-government negotiations conducted between government and the Sahtu Dene and Metis, in accordance with the provisions of chapter 5 of the agreement.

##### 2 DEFINITIONS

- 2.1 In this framework agreement, all terms not defined below shall be as defined in the agreement. Terms herein shall have the following meanings:

"agreement" means the Sahtu Dene and Metis comprehensive land claim agreement;

"Sahtu Dene and Metis First Nation Government" means a governing body for Sahtu Dene and Metis in any of Colville Lake, Déline, Fort Good Hope, Fort Norman or Norman Wells with powers and responsibilities as set out in self-government agreements; and

"self-government agreement" means an agreement on self-government negotiated pursuant to this framework agreement.



3 PRINCIPLES

3.1 Sahtu Dene and Metis self-government may comprise:

- (a) Sahtu Dene and Metis First Nation Governments with powers and responsibilities, including the necessary legislative powers, in specified areas of jurisdiction;
- (b) the Sahtu Tribal Council or its successor with such powers and responsibilities as may be agreed upon by Sahtu Dene and Metis; and
- (c) Sahtu Dene and Metis participation in public government pursuant to self-government agreements.

3.2 Self-government agreements:

- (a) shall set out the powers and responsibilities of Sahtu Dene and Metis First Nation Governments;
- (b) may set out the powers and responsibilities of the Sahtu Tribal Council or its successor; and
- (c) may provide for Sahtu Dene and Metis participation in public government institutions and may set out appropriate powers and responsibilities of such institutions in the settlement area.

3.3 Self-government agreements may provide for the devolution or delegation of programs and services to:

- (a) Sahtu Dene and Metis First Nation Governments;
- (b) the Sahtu Tribal Council or its successor; and
- (c) those public government institutions in the settlement area provided for in 3.2(c).

3.4 Self-government agreements may provide for Sahtu Dene and Metis First Nation Governments or the Sahtu Tribal Council or its successor to exercise powers of a designated Sahtu organization in accordance with the agreement.

- 3.5
- (a) Self-government agreements shall take into account the availability of government financial resources.
  - (b) Financial arrangements for self-government agreements shall address the need for flexibility, predictability and long-term planning.
  - (c) Self-government agreements shall take into account the effective and efficient use of financial resources.

3.6 Government shall consult with the Sahtu Tribal Council before recommending to Parliament or the Legislative Assembly of the Northwest Territories as the case may be, legislation to enact or amend legislation providing for Sahtu Dene and Metis self-government.

3.7 The provisions of self-government agreements shall not be inconsistent with the provisions of settlement legislation or the agreement as set out in 5.1.4 of chapter 5.

**4 MATTERS FOR NEGOTIATION**

**4.1** Self-government negotiations shall address, and self-government agreements may include, the following matters in a manner not inconsistent with the agreement as set out in 5.1.4 of chapter 5:

- (a) the development of constitutions for Sahtu Dene and Metis First Nation Governments and the Sahtu Tribal Council or its successor including;
  - (i) structures and procedures,
  - (ii) accountability to Sahtu Dene and Metis of Sahtu Dene and Metis institutions,
  - (iii) legal status and capacity of Sahtu Dene and Metis Governments, the Sahtu Tribal Council or its successor, and
  - (iv) membership;
- (b) Sahtu Dene and Metis culture and language;
- (c) housing;
- (d) use, management, administration, control and protection of settlement lands;
- (e) raising of revenue for local purposes, including taxation;
- (f) education and training;
- (g) social services;
- (h) health services;
- (i) roads and traffic;
- (j) local government infrastructure, including programs and services;
- (k) economic development, including tourism;
- (l) child welfare, guardianship and customary adoption;
- (m) wills and estates;
- (n) administration of justice;
- (o) implementation plans and financial arrangements relating to self-government agreements;
- (p) procedures for the amendment of self-government agreements;
- (q) transition from existing Sahtu Dene and Metis institutions to future Sahtu Dene and Metis institutions; and
- (r) matters relating to the foregoing, or as may be otherwise agreed.

5 PROCESS AND SCHEDULE

- 5.1 Government shall enter into negotiations with the Sahtu Dene and Metis in each Sahtu community where a written request to negotiate is made by a designated Sahtu Dene and Metis organization.
- 5.2 Prior to commencing negotiations on self-government agreements, the parties to such negotiations shall agree on:
- (a) the order in which the matters to be negotiated are to be addressed;
  - (b) the time frame within which negotiations will take place; and
  - (c) such other matters as may be necessary or desirable.

## APPENDIX C

### LAND SELECTION PROCESS

#### 1 LAND SELECTION

- 1.1 Unless otherwise agreed, the land selection processes for settlement lands and Sahtu municipal lands shall be undertaken concurrently.
- 1.2 Negotiations shall take place at locations in the Northwest Territories to be determined by the parties prior to the commencement of land selection. Where possible, negotiations shall take place in the relevant community.
- 1.3 Prior to the commencement of land selection, government shall provide the Sahtu Tribal Council with:
  - (a) current data respecting the location and nature of existing government and third party interests in the settlement area including commercial fishing licences, government and surface leases, exploration agreements, recorded mining rights, timber permits, harvesting agreements, outfitters and lodge licences, fee simple grants and the like;
  - (b) maps or lists of all proposed parks or other protected areas in the settlement area. The identification of new parks or other protected areas may be considered in the course of land selection negotiations. Provisions relating to particular protected areas may be included in this agreement; and
  - (c) a list of all identified hazardous waste sites in the settlement area and available information pertaining thereto.
- 1.4 Prior to land selection, the Sahtu Tribal Council shall table land use and occupancy maps for review by government.
- 1.5 Land subject to a fee simple interest or an agreement for sale may not be selected, unless otherwise agreed.
- 1.6 Land subject to a lease is not available for selection unless the lessee's interest is treated in a manner satisfactory to the Sahtu Tribal Council and government. The lessee shall be given written notice by government if such land is being considered for selection.
- 1.7
  - (a) The Sahtu Tribal Council may, with the consent of a Sahtu Dene or Metis who has an interest in a building or other structure affixed to the land, propose Crown or Commissioner's lands underlying such interests for selection. The Sahtu Tribal Council shall provide a written confirmation to government that consent has been obtained.
  - (b) In (a), the consent of the Sahtu Dene or Metis is not required if the interest of that Sahtu Dene or Metis is limited to that of a tenant or occupant of the building or structure.



- 1.8 Subject to 4.7(a), land administered by, or reserved in the name of, any department or agency of the federal, territorial or municipal governments may not be selected, except in exceptional circumstances.
- 1.9 The lands selected in respect of any community need not be identical in quantity to the lands selected in respect of other communities.
- 1.10 Land selection shall be completed by the initialling by the parties of:
- (a) all maps and agreements setting out all settlement lands; and
  - (b) schedules describing all Sahtu municipal lands.
- 1.11
- (a) The initialled land selection maps shall, if required, be transposed on to alternative scale maps.
  - (b) Upon completion, the transposed maps shall be brought to the negotiating table for final review by the parties for accuracy.
  - (c) The transposing of the maps shall be the responsibility of government.

Land Withdrawal

- 1.12 Land withdrawal pursuant to the Territorial Lands Act or the Commissioner's Lands Act shall occur as soon as reasonably possible following agreement between government and the Sahtu Tribal Council respecting land selection. Where urgent circumstances require, the parties may agree to the withdrawal of certain land selections notwithstanding that all Sahtu land selections have not been completed.
- 1.13 The initialled agreements and maps shall form the basis for Orders-in-Council to withdraw the lands. Orders-in-Council shall be prepared as soon as possible after initialling.
- 1.14
- (a) The parties shall develop a joint communications plan for the release of information and maps to the public.
  - (b) Upon withdrawal of lands following completion of land selection, both parties shall have 60 days to conduct a period of review and consultation concerning the initialled agreements and maps.
  - (c) Upon completion of the review period specified in (b), the initialled maps and agreements shall be confirmed or amended, and the land withdrawal amended by Order-in-Council.
  - (d) The confirmed agreements and maps shall only be re-opened for negotiation if specifically agreed by the parties.

- 1.15 The effect of land withdrawal shall be to withdraw the lands from disposition of surface and subsurface rights such that on the withdrawn lands and for the time they are withdrawn:
- (a) no new agreements for the sale or lease of land will be executed;
  - (b) no new mining claims shall be recorded pursuant to the Canada Mining Regulations, except where those claims were located prior to the date of the withdrawal order;
  - (c) no new permits, licences or leases pursuant to the Territorial Coal Regulations shall be granted; and
  - (d) no new leases pursuant to the Territorial Dredging Regulations shall be granted.
- 1.16
- (a) Notwithstanding 1.15(a), the withdrawal of lands may be amended, after consultation with the Sahtu Tribal Council, in order to grant a surface lease where required in the development of an existing mine or mineral claim.
  - (b) Notwithstanding 1.12, the withdrawal of lands may be revoked in cases of overriding public interest as determined by the appropriate Minister and after consultation with the Sahtu Tribal Council.
- 1.17 The withdrawal of lands pursuant to 1.12 shall be subject to existing rights, titles or interests, including licences, permits, authorizations, reservations, reservations by notation and any associated benefits and privileges, including renewals, replacements, extensions in time and transfers as might have been granted or permitted had the land not been withdrawn, provided that:
- (a) there will be no significant changes in the terms and conditions of such renewals, replacements, extensions or transfers;
  - (b) the interest holder shall be given notice of the withdrawal and advised by government that the lands have been selected;
  - (c) the Sahtu Tribal Council will be given notice of any renewal, replacement, extension, transfer or any other change of an existing interest; and
  - (d) nothing in 1.17 is intended to affect any discretion of government to grant or refuse the renewal, replacement, extension of term or transfer of any interest in land or licence, permit or authorization.
- 1.18 Without limiting the generality of 1.17, such withdrawals shall be subject to existing:
- (a) located or recorded mineral claims or prospecting permits in good standing under the Canada Mining Regulations;
  - (b) rights in good standing created pursuant to section 8 of the Territorial Lands Act or section 4 of the Commissioner's Land Act;
  - (c) permits, special renewal permits and leases in good standing under the Canada Oil and Gas Land Regulations;
  - (d) rights, permits and interests granted pursuant to the Canada Petroleum Resources Act; and

- (e) rights issued pursuant to the Territorial Coal Regulations, Territorial Dredging Regulations, Territorial Quarrying Regulations and the Forest Management Regulations.

1.19 No new permits shall be issued on the withdrawn lands pursuant to the Territorial Quarrying Regulations or the Commissioner's Lands Regulations in respect of sources of construction material which had not been opened prior to the date of the withdrawal order except:

- (a) with the consent of the Sahtu Tribal Council; or
- (b) in cases where, in the opinion of the appropriate Minister, no alternative source of supply is reasonably available in the surrounding area and after consultation with the Sahtu Tribal Council.

1.20 No new timber permits or licences, other than free permits or renewals or replacements of existing timber permits or licences issued pursuant to the Forest Management Regulations, shall be issued in respect of the withdrawn lands except:

- (a) with the consent of the Sahtu Tribal Council; or
- (b) in cases of overriding public interest as determined by the Minister and after consultation with the Sahtu Tribal Council.

1.21 Any new permits or licences issued pursuant to 1.19 or 1.20 shall not thereafter be considered new permits or new licences for the purposes of 1.19 and 1.20.

1.22 Withdrawn lands remain Crown lands or Commissioner's lands under administration and control of the appropriate Minister.

1.23 The provisions of this appendix shall not affect access to or across withdrawn lands.

## 2 LAND SELECTION - SETTLEMENT LANDS

2.1 Initial land selection maps (using 1:250,000 scale National Topographic Series maps) shall be prepared by the Sahtu Tribal Council which may identify up to one and one half times the total land quantum. The maps shall show subsurface selections, if any, under such lands. An estimate of the area of each selection shall also be indicated on the maps.

2.2 The Sahtu Tribal Council shall indicate on the land selection maps any existing significant public routes which are recognized and being used on a regular basis, whether year round or intermittently.

2.3 Government shall review the areas indicated on the maps and advise the Sahtu Tribal Council of the position of government as to the suitability of those lands for negotiation.

2.4 Land selection shall be made so as to leave sufficient Crown land which is reasonably accessible to communities for public purposes, including recreation and wildlife harvesting.

2.5 Land selections in the settlement area shall be fairly representative of the topography and quality of the lands in the settlement area.

2.6 Where the objectives of the parties cannot be met through the process of land selection, negotiations at the time of land selection may provide special rights for the harvesting of fish and other species of wildlife in designated areas.



- 2.7 During land selection, the parties may determine locations where the public rights of access in 21.2.1(a)(ii) and (iii) and the commercial rights of access in 21.4.2(a)(ii) and (iii) are restricted.
- 2.8 During land selection, the parties shall negotiate those areas where the public access referred to in 21.2.2(a) and (b) shall apply. These negotiations will be intended to balance the desire of the Sahtu Dene and Metis for exclusive possession of their lands and the interest of the public in having sufficient opportunity to fish and to hunt migratory game birds.
- 2.9 Unless otherwise agreed, lands shall not be selected within 30.48 metres of the boundary of the settlement area.
- 2.10 (a) The parties may negotiate the selection of specific sites. Unless otherwise agreed, specific sites shall not exceed one hectare in area.
- (b) Specific sites are to be held pursuant to 19.1.2(a) and the total area of such sites is to be included within the amount referred to in 19.1.2(a).
- (c) Unless otherwise agreed, and to the extent possible, specific sites shall be regular in shape and avoid disproportionately large frontages along waterbodies.
- (d) Specific sites are to be areas of traditional and current use by Sahtu Dene or Metis such as camps for harvesting or other traditional uses. A camp is a facility for the personal use of a Sahtu Dene or Metis.
- (e) The Sahtu Tribal Council may, with the consent of the Sahtu Dene or Metis normally occupying or using such specific site, propose such site for selection. The Sahtu Tribal Council shall provide a written confirmation to government that consent has been obtained.
- 2.11 The parties shall make best efforts to ensure that not more than 19 percent of settlement land falls within zone "A" as set out on a map initialled by the Chief Negotiators on May 30, 1988, and not more than 29 percent of settlement land falls within zones "A" and "B" as set out on the same map.
- 3 LOCAL GOVERNMENT BOUNDARY DETERMINATION
- 3.1 The Government of the Northwest Territories and the Sahtu Tribal Council shall review the boundaries of local governments.
- 3.2 The review and analysis of local government boundaries shall be conducted by representatives of the Sahtu Tribal Council and the Government of the Northwest Territories. Local government authorities may participate in the review under the aegis of the Government of the Northwest Territories.
- 3.3 After an agreement has been reached adjusting or confirming local government boundaries, the Government of the Northwest Territories shall adjust the boundaries forthwith.
- 3.4 Upon joint agreement by the Government of the Northwest Territories and the Sahtu Tribal Council on local, government boundaries, this review process shall terminate.
- 3.5 Where there are no local government boundaries established in legislation the Development Control Zone boundary shall constitute the boundary for the purpose of land selection.



4 LAND SELECTION - MUNICIPAL LANDS

- 4.1 Initial data base preparation shall be completed by the Government of the Northwest Territories for each local government, and include a text and/or maps as follows:
- (a) a map of the existing local government boundary to 1:50,000 scale;
  - (b) local government mapping at 1:2,000 scale, showing all surveyed and unsurveyed parcels and topographic features;
  - (c) textual data base showing land ownership/dispositions including expiry dates of leases; and
  - (d) where 1:2,000 maps are not available, the Government of the Northwest Territories shall provide an appropriate alternate map.
- 4.2 The Government of the Northwest Territories shall verify its respective data base in consultation with each local government authority.
- 4.3 Upon receipt, the Government of the Northwest Territories shall forward the data base to the Sahtu Tribal Council.
- 4.4 The Sahtu Tribal Council shall subsequently prepare land selection maps for each local government using local government planning maps where possible or the largest scale maps available.
- 4.5 The Sahtu Tribal Council shall forward maps to the Government of the Northwest Territories and the Government of the Northwest Territories shall provide copies to the appropriate public local authority.
- 4.6
- (a) The level of detailed planning (i.e. identification of individual lot boundaries and road allowances within the built-up portion of the local government and future expansion areas within that boundary) may vary from local government to local government.
  - (b) In cases where detailed planning is not available for those lands identified for selection including those lands selected within the area designated as expansion lands within the local government boundary, land selection shall proceed in accordance with:
    - (i) a description of the building occupied by a Sahtu Dene or Metis, including sufficient land around the building, taking into account past use and the local government norm, with the understanding that this description will be reflected within the subdivision plan, when prepared; or
    - (ii) a description of the unoccupied government land by way of a sketch map illustrating approximate dimensions with the understanding that the dimensions will be finalized when a subdivision plan is prepared.

- 4.7 The Sahtu Tribal Council and government may agree to the selection of lands, which shall become Sahtu municipal lands, within local government boundaries as follows:
- (a) lands noted within the lands records of the Department of Indian Affairs and Northern Development as reserved in the name of the Indian Affairs Branch for Indian housing, with the exception of public roads and lands occupied by public facilities within those lands;
  - (b) unoccupied Crown or Commissioner's lands; and
  - (c) other lands as may be agreed by the parties.
- 4.8 Municipal land selection shall be made so as to ensure that there is adequate land for public infrastructure requirements and for residential, commercial, industrial and recreational purposes.



## APPENDIX D

### RATIFICATION PROCESS

#### 1 GENERAL

- 1.1 The ratification by the Sahtu Dene and Metis shall be prior to July 9, 1993.
- 1.2 Canada shall consider this agreement as soon as possible after its ratification by the Sahtu Dene and Metis.

#### 2 RATIFICATION COMMITTEE

- 2.1 A Ratification Committee shall be established with responsibility for conducting the ratification process.
- 2.2 The Ratification Committee shall consist of two persons named by government and five persons named by the Sahtu Dene and Metis, of which one shall be named from each Sahtu community. These persons shall select a chairperson from amongst themselves.
- 2.3 The Ratification Committee shall prepare a budget, subject to review and approval by government. The approved expenses of the Committee shall be a charge on Canada.

#### 3 OFFICIAL VOTERS LISTS

- 3.1 (a) The Ratification Committee shall prepare an Official Voters List for the Sahtu Dene and an Official Voters List for the Sahtu Metis.
- (b) An eligible voter is a person who :
  - (i) is determined by the Ratification Committee to be eligible to be enrolled as a participant pursuant to 4.2.1 of the agreement;
  - (ii) is at least 18 years of age before July 9, 1993; and
  - (iii) signifies consent to having his or her name entered on an Official Voters List.
- (c) The Ratification Committee shall enter the name of each eligible voter on the Official Voters List which he or she has selected.
- (d) Only individuals whose names appear on such lists shall be eligible to vote.
- (e) Notwithstanding (a), a person is not an eligible voter if that person is enrolled pursuant to any other comprehensive land claim agreement unless such person is eligible for Treaty 11 benefits.



- 3.2 Preliminary lists of eligible voters shall be published in each Sahtu community prior to May 8, 1993, and may be published in such other locations as determined by the Ratification Committee.
- 3.3 Application may be made to the Ratification Committee, prior to May 31, 1993,
- (a) by individuals whose names are not on the preliminary voters lists to have their names placed on a list; and
  - (b) by individuals whose names are on the preliminary voters lists to delete names appearing on the preliminary voters lists on the basis that the person named is not eligible.
- 3.4 Applications in 3.3 shall be in writing and shall be heard by the Ratification Committee in the manner which it considers appropriate to the circumstances of the particular application. The Ratification Committee shall determine such applications on the best evidence that is available to it which may include unsworn written statements and hearsay evidence.
- 3.5 The decision of the Ratification Committee in respect of an application shall be final.
- 3.6 The Ratification Committee shall publish the Official Voters Lists prior to June 8, 1993.
- 4 INFORMATION CAMPAIGN
- 4.1 The Ratification Committee shall be responsible for affording eligible voters a reasonable opportunity to review the substance and details of this agreement.
- 4.2 The Ratification Committee shall organize community meetings to provide eligible voters the opportunity to discuss the agreement with representatives of government and the Sahtu Dene and Metis.
- 5 VOTING PROCESS
- 5.1 The vote on the ratification of this agreement shall be from July 5 to 8 inclusive, 1993.
- 5.2 The Ratification Committee shall determine the locations at which and the means by which votes shall be cast. The Ratification Committee may conduct an advance vote on June 26, 1993.
- 5.3 The vote shall be held on the same date or dates in all polling locations.
- 5.4 The date or dates of the vote and the polling locations shall be posted in each community in which a ballot may be cast prior to April 23, 1993.
- 5.5 The vote shall be by secret ballot.
- 5.6 The appearance, format and contents of the ballot shall be approved by the parties.
- 5.7 The Ratification Committee shall receive and tabulate all ballots.

6 RATIFICATION OF THE AGREEMENT BY THE SAHTU DENE AND METIS

6.1 The Sahtu Dene and Metis shall be considered to have ratified this agreement if:

- (a) no less than three quarters of the eligible voters on the Sahtu Dene Official Voters List cast a ballot, and no less than two thirds of such eligible voters casting a ballot approve the agreement; and
- (b) no less than three quarters of the eligible voters on the Sahtu Metis Official Voters List cast a ballot, and no less than two thirds of such eligible voters casting a ballot approve the agreement.

6.2 The Ratification Committee shall, for each of the votes in 6.1, tabulate and publish figures showing the total number of ballots cast, the total number of ballots approving the agreement, the total number not approving the agreement, the total number of ballots spoiled and the total number of ballots rejected. The Ratification Committee shall publish these results in each Sahtu community and may publish the results in such other locations as the Committee determines.

7 RATIFICATION OF THE AGREEMENT BY CANADA

7.1 After the Ratification Committee conducts the vote and publishes the results, and if the results of the vote constitute a ratification of this agreement by the Sahtu Dene and Metis, the agreement shall be presented by the Minister of Indian Affairs and Northern Development to Cabinet for approval.

8 SIGNING OF THE AGREEMENT

8.1 Within 30 days of approval by Cabinet of this agreement, the agreement shall be signed by representatives of the Sahtu Dene and Metis and of government.

9 SETTLEMENT LEGISLATION

9.1 Once this agreement has been signed by government and the Sahtu Dene and Metis, the Minister of Indian Affairs and Northern Development shall submit legislation to Parliament to give effect to this agreement.











